



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Golden Goals Services LTD and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **MNRL-S, MNDL-S, MNDCL-S, FFL**

### Introduction

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

HA and OA attended as agents for the landlord ("the landlord"). The landlord had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

At the start of the hearing, I informed the landlord that recording of the hearing is prohibited under the Rules of Procedure. The landlord confirmed they were not recording the hearing.

The landlord confirmed the email address to which the Decision shall be sent.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 33 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

### Service Upon Tenant

The landlord testified the landlord personally served the Notice of Hearing and Application for Dispute Resolution on the tenant on May 4, 2021.

The landlord submitted an RTB document "Address for Service" signed by each party and dated April 20, 2021 in which the tenant set out the tenant's email address as the address for service.

On September 28, 2021, the landlord submitted additional photographic evidence. The landlord testified the documents were served according to the Address for Service by email upon the tenant. The tenant acknowledged receipt by email.

Further to the testimony of the landlord and the evidence, I find the landlord personally served the tenant on April 20, 2021 according to the Act with the Application for Dispute Resolution and Notice of Hearing. I further find the landlord served the additional documents, the photographs, on October 1, 2021 pursuant to the Act.

### Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

### Background and Evidence

As the tenant did not attend the hearing, the landlord provided uncontradicted testimony. While I have turned my mind to all the documentary evidence and the testimony, not all details of the landlord's submissions and arguments are reproduced here. Only relevant, admissible evidence is considered. The principal aspects of the claim and my findings around each are set out below.

The landlord submitted a comprehensive evidence package supporting the landlord's claims in all aspects.

The landlord submitted a copy of the tenancy agreement and provided the following details about the background of the tenancy:

<b>INFORMATION</b>	<b>DETAILS</b>
Type of tenancy	Fixed term ending October 31, 2021, continuing monthly thereafter unless tenant gives notice
Date of beginning	November 1, 2020
Date of ending	July 31, 2020
Monthly rent payable on 1 <sup>st</sup>	\$1,575.00
Security deposit	\$787.50
Pet deposit	0
Date of landlord Application	May 21, 2021

A condition inspection was conducted on moving in. The landlord submitted as evidence a copy of the condition inspection report signed by both parties. The report showed the unit was in good or new condition in all relevant aspects. The landlord testified the unit had been renovated prior to the tenant moving in and was in excellent condition.

The landlord testified that many other occupants of the building complained about the

tenant's behaviour. Copies of complaint letters were submitted. The complaints related to noise and constant coming and going of strangers.

The landlord testified they believed the tenant was conducting an illegal business in the unit because undesirable and suspicious persons continually visited the unit.

The landlord testified they sent many letters and texts warning the tenant to stop the offending behaviour or face eviction. Copies of warning letters were submitted. The letters had no effect.

On May 4, 2021, municipal police and fire emergency personnel attended at the building to arrest a person for whom a warrant had been issued who was in the unit. The tenant was in the unit as well and refused to allow the police to enter. Consequently, the police closed off the building for a period of eight hours during which time no tenants could enter or leave until the wanted person was apprehended.

The landlord testified they served the tenant with the completed RTB form Notice of Final Opportunity to Schedule a Condition Inspection by email on May 30, 2021. The tenant acknowledged receipt but refused to attend or to fully move out. The tenant changed the locks of the unit and refused the landlord a key or access.

The tenant moved out of the unit at the end of August 2021. The landlord testified the tenant owed rent for June, July and August 2021 and claimed compensation in this amount as follows:

ITEM	AMOUNT
Rent outstanding – 3 months (June, July, and August 2021)	\$4,725.00
<b>TOTAL CLAIM - Rent</b>	<b>\$4,725.00</b>

When the tenant vacated, the landlord observed extensive damage to the unit. The landlord submitted many pictures of the condition of the unit at the beginning of the tenancy and at the end.

Repairs required included restoration to damaged walls and ceiling (containing holes, cracks, and the like), clean up and sanitation (include removal of substantial contents), prime/painting walls, repair to bathroom including replacement damaged tub and toilet and replacement of custom apartment entry door, and hardware/keying. The landlord requested compensation in the amount set out below. A supporting receipt was submitted.

Emergency services fees incurred included urgent repair personnel during the events of May 4, 2021. Repairs included replacement of broken windows, light fixtures, an electrical room door and hardware, and fire prevention devices. The landlord requested compensation in the amount set out below. A supporting receipt was submitted.

The landlord testified that the floors throughout the unit were extensively damaged and could not be restored or fixed. Accordingly, the landlord replaced the flooring and requested compensation in the amount set out below. A supporting receipt was submitted.

The stove/oven in the unit was damaged beyond repair. It could not be restored or fixed. Accordingly, the landlord replaced the appliance and requested compensation in the amount set out below. The landlord testified the appliance was new when the tenant moved in. A supporting receipt was submitted.

The landlord's claims for compensation are summarized in the following table:

<b>ITEM</b>	<b>AMOUNT</b>
Repairs	\$9,061.50
Emergency services	\$4,762.80
Floor replacement	\$4,654.83
Stove/oven replacement	\$954.79
<b>TOTAL CLAIM - DAMAGES</b>	<b>\$19,433.92</b>

The landlord requested reimbursement of the filing fee of \$100.00 and authorization to apply the security deposit to the award.

Total Monetary Award Requested

The landlord's claim is summarized in the following table:

ITEM	AMOUNT
Rent outstanding – 3 months	\$4,725.00
Damages (above)	\$19,433.92
Filing fee – reimbursement	\$100.00
(Less security deposit)	(\$787.50)
<b>TOTAL CLAIM</b>	<b>\$23,471.42</b>

The landlord requested a Monetary Order of **\$23,471.42**.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When an applicant seeks compensation under the Act, they must prove on a balance of probabilities all four of the following criteria before compensation may be awarded:

1. Has the respondent party (the tenant) to the tenancy agreement failed to comply with the Act, regulations, or the tenancy agreement?
2. If yes, did the loss or damage result from the non-compliance?
3. Has the applicant (landlord) proven the amount or value of their damage or loss?
4. Has the applicant done whatever is reasonable to minimize the damage or loss?

The above-noted criteria are based on sections 7 and 67 of the Act, which state:

*7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*

*(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

*. . .*

*67 Without limiting the general authority in section 62 (3) [. . .] if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.*

Each of the above four tests are considered in my findings.

I give substantial weight to the landlord's evidence as summarized above. The landlord's testimony has been credibly and comprehensively supported by documentary evidence.

Based on the uncontradicted believable, well-organized evidence of the landlord, I find the landlord has met the burden of proof on a balance of probabilities with respect to all aspects of the claims.

### Rent

I find the landlord has met the burden of proof on a balance of probabilities that the tenant vacated leaving rent owing as claimed.

I therefore find the landlord is entitled to a monetary award in the amount requested for this aspect of the claim.

Repairs

I accept the landlord's evidence and I find the tenant did not leave the unit in a reasonably clean condition as required under section 32. I also accept the tenant damaged the unit and did not meet the tenant's obligation to repair under section 32 of the Act, as follows:

*32(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.*

*32(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.*

I find the tenant's breach of the Act caused the landlord to incur the expenses claimed for which the landlord fairly seeks compensation. I find they incurred the reasonable costs for which they seek reimbursement. I accept the landlord's evidence that they made reasonable efforts to mitigate loss and reduce expenses.

I accordingly award the landlord the amounts claimed under this heading.

Filing Fee and Security Deposit

As the landlord has been successful in this matter, I award reimbursement of the filing fee of \$100.00.

I authorize the landlord to apply the security deposit to the award.

I grant a monetary award to the landlord summarized as follows:



ITEM	AMOUNT
Rent outstanding – 3 months	\$4,725.00
Damages (above)	\$19,433.92
Filing fee – reimbursement	\$100.00
(Less security deposit)	(\$787.50)
<b>TOTAL MONETARY ORDER</b>	<b>\$23,471.42</b>

In summary, I grant the landlord a Monetary Order of **\$23,471.42**

### Conclusion

The landlord is entitled to a Monetary Order in the amount of **\$23,471.42**.

This Order must be served on the tenant. If the tenant fails to comply with this Order the landlord may file the Monetary Order in the Courts of BC to be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 22, 2021

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Residential Tenancy Branch