



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. The tenant confirmed that they received the landlord's documentation. The tenant advised that he did not serve the landlord any documentation. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any

adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?
Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's agent gave the following testimony. The tenancy began on July 15, 2020 and ended on May 31, 2021. The monthly rent of \$1500.00 was due on the first of each month. The agent testified that the tenant paid his security deposit of \$750.00 in advance of the tenancy which the landlord still holds. Written Condition inspection reports were conducted at move in and move out. The agent testified that the tenant agreed to the costs of cleaning the carpet and other small miscellaneous repairs in the unit.

The agent testified that the tenant did not agree to the replacement of the blinds. The agent testified that the damage done to the blinds was because of the tenant not cleaning the condensation off of the windows, thus creating mold which then ruined seven sets of vertical fabric blinds. The landlord is seeking \$273.00 for miscellaneous repairs, \$100.00 for cleaning the carpet and \$2777.61 for the blinds. The landlord is also seeking the recovery of the \$100.00 filing fee for this application for a total claim of \$3250.61.

The tenant gave the following testimony. The tenant testified that he agrees with all the costs except for the replacement of the blinds. The tenant testified that he does not feel he should pay for the blinds as there was obviously a poor ventilation system that caused so much condensation and mold buildup around the windows. The tenant testified that the blinds were not new when he moved in and wasn't sure how old they were.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

Carpet Cleaning and Miscellaneous Repairs

The tenant does not dispute the \$100.00 carpet cleaning cost or the \$273.00 miscellaneous repairs to the unit, accordingly; I find that the landlord is entitled to \$373.00.

Blind Replacement Cost

The agent was unsure of the age of the blinds. The agent was also not sure as to when the blinds were replaced. The agent provided a copy of a "quote" to replace the blinds but not the actual receipt proving payment. As the agent was unsure what the actual amount was, when they were replaced, a copy of the actual bill, and what the age of the previous blinds were, I must dismiss this portion of their claim as they have not provided sufficient evidence to satisfy all four of the elements listed above to be granted a monetary order for this claim.

The landlord is entitled to the recovery of the filing fee of \$100.00 for this application.

Conclusion

The landlord has established a claim for \$473.00. I order that the landlord retain that amount from the \$750.00 security deposit in full satisfaction of the claim and return the remaining \$277.00 to the tenant. I grant the tenant an order under section 67 for the balance due of \$277.00. This order may be filed in the Small Claims Court and 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: January 10, 2022

Residential Tenancy Branch