



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-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.

The hearing was conducted via teleconference and was attended by the landlords agent. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on August 20, 2021. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was unclaimed by the tenant. Based on the submissions of the landlord, I find the tenant was served in accordance with section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue to be Decided

Is the landlord entitled to a monetary award for damage or losses 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's undisputed testimony is as follows. The tenancy began on December 30, 2020 and ended on July 15, 2021. The tenant was obligated to pay \$2850.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$1350.00 security deposit which the landlord still holds. The agent testified that the tenant left the unit dirty and damaged at move out.

The agent testified that the tenant damaged the suite entry door. The agent testified that the tenant left a lot of garbage behind which required her to hire someone to clean it up and haul it away. The agent testified that they had to replace three closet doors as the tenant damaged them. The agent testified that the tenant caused a flood in the suite resulting in an insurance claim which the landlord paid a deductible. The agent testified that the tenant didn't pay the full rent for five months.

The landlord is applying for the following:

1.	Unpaid Rent for March 2021	\$1100.00
2.	Unpaid Rent April – July 2021	11,400.00
3.	Replace Entry Door	2741.50
4.	Insurance Deductible	500.00
5.	Replace Closet doors	1200.00
6.	Garbage removal	375.00
7.	Filing Fee	100.00
8.		-
9.		
10.		
	Total	\$17,416.50

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.

The landlords agent provided extensive documentation and undisputed testimony to prove their claim for the unpaid rent, the cost to replace the entry door, and the insurance deductible. I find that the landlord is entitled to \$12,500.00 in unpaid rent, \$2741.50 for the cost of the entry door and \$500.00 for the insurance deductible as a result of the tenant flooding the suite for an award of \$15,741.50.

The landlord did not have any documentation to support their claim for \$375.00 garbage removal or \$1200.00 for closet door replacement. As a result of the insufficient evidence before me, I dismiss these two claims.

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

Conclusion

The landlord has established a claim for \$15,841.50. I order that the landlord retain the \$1350.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$14,491.50. 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: February 17, 2022

Residential Tenancy Branch