



Dispute Resolution Services

Page: 1

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 acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. 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 testimony is as follows. OA testified that the tenancy began on February 1, 2019 and ended on September 30, 2021. The monthly rent of \$1600.00 was due on the first day of each month. Written condition inspection reports were done at move in and move out, however KS refused to sign the report at move out. The tenants paid a security deposit of \$800.00 that the landlord still holds. OA testified that the tenants caused damage to the blinds, walls kitchen cabinets, door lock and left the unit extremely dirty. EC testified that MS has already agreed that the tenants were responsible for the cleaning and damages and has arranged an agreement with the landlord to pay her half of the costs as she and her husband are now separated. EC testified that he made great efforts to minimize costs and used various methods to make the repairs at a very low cost. OA testified that the tenants changed the deadbolt lock without permission which resulted in the landlord incurring costs to replacing the lock so that it matches up with their master keys.

The landlord is applying for the following:

1.	Dead Bolt replacement	268.78
2.	Blinds repair	423.00
3.	Paint	165.72
4.	Cabinet repair	113.13
5.	Labour	1225.00
6.	Filing Fee	100.00
7.		
8.		
9.		
10.		
	Total	\$2295.62

The tenants gave the following testimony. MS testified that she has agreed to pay her share of any amount awarded. KS testified that the unit had many deficiencies at the beginning of the tenancy. KS testified that the amount sought by the landlord is too high and that he and his wife are separated now. KS testified that the unit had damage and rats. KS testified that he has evidence to prove his statements but didn't submit them for this hearing.

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 landlord provided extensive documentation to support their claim including photos, invoices and receipts, the condition inspection reports along and their testimony that I find clear, concise, and compelling. KS testified that he had documentation that would refute the landlords claim and support his position, however, he did not submit any of those items for this hearing.

Based on the above I find that the landlord has provided sufficient evidence to support their entire application, accordingly; I find that the landlord is entitled to \$2195.62 as claimed. The landlord is also entitled to the recovery of the \$100.00 filing fee for this hearing.

Conclusion

The landlord has established a claim for \$2295.62. I order that the landlord retain the \$800.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$1495.62. 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: May 26, 2022

Residential Tenancy Branch