



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 16, 2021. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the "Act"):

- a monetary order for unpaid rent;
- a monetary order for compensation for monetary loss or other money owed; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by LA, an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, AL testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on September 24, 2021. A date-stamped Canada Post registered mail receipt and tracking information was submitted into evidence. Pursuant to sections 89 and 90 of the Act, documents served in this manner are deemed to be received five days later. I find these documents are deemed to have been received on September 29, 2021.

The Tenant did not submit documentary evidence in response to the Application.

LA was advised that Rule of Procedure 6.11 prohibits the recording of dispute resolution hearings. LA confirmed she was not recording the hearing.

LA was asked questions and was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent;
2. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlord, LA testified that the tenancy began on September 13, 2019, and ended pursuant to an order of possession issued on February 1, 2021. LA testified the Landlord took possession of the rental unit on February 25, 2021. LA confirmed that the Tenant paid subsidized rent but did not complete a rent subsidy form. As a result, rent was determined to be \$599.00 per month during the relevant period. The Tenant did not pay a security deposit or pet damage deposit. A copy of the signed Residential Tenancy Agreement was submitted into evidence.

The application discloses a claim for \$1,198.23, which is particularized in the application and in a Monetary Order Worksheet dated September 16, 2021.

First, the Landlord claims \$25.67 for the cost to replace a bedroom lock. She confirmed further that the cost was incurred in October 2020, prior to the Tenant moving out of the rental unit, at which time the site representative purchased the lock. A Statement of Tenant Debt Charges was submitted in support.

Second, the Landlord claims \$440.00 for unpaid rent. AL testified the Tenant paid some of the \$599.00 due on February 1, 2021, but that \$440.00 remains outstanding.

Third, the Landlord claims \$100.00 in satisfaction of a filing fee already granted in a monetary order issued on February 1, 2021. LA acknowledged this amount was already granted and confirmed it is not required as part of this application.

Fourth, the Landlord claims \$532.56 for the cost to clean the rental unit at the end of the tenancy. AL testified this cost was incurred and provided an invoice in support. The Landlord also relied on a move-out Condition Inspection Report, completed on February 25, 2021, describing cleaning required throughout, paint on carpets, missing doors, poorly patched and painted walls, and debris in all rooms. The Landlord submitted photographs depicting the interior of the rental unit.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application.

The Tenant did not attend the hearing to dispute the Landlord's claims.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations, or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$25.67 for the cost to replace a bedroom lock, I find the Landlord is entitled to recover the amount sought. The Landlord's claim was supported by Condition Inspection Reports and the affirmed testimony of AL, who confirmed that the expense was incurred.

With respect to the Landlord's claim for \$440.00 for unpaid rent, I find the Landlord is entitled to the amount sought. I accept the affirmed testimony of AL who testified that rent was not paid in full when due on February 1, 2021, and that \$440.00 remains outstanding.

With respect to the Landlord's claim for \$100.00 in relation to recovery of a filing fee granted in a previous monetary order, I decline to grant the amount sought. AL confirmed this amount was granted in a monetary order issued on February 1, 2021.

With respect to the Landlord's claim for \$532.56 for the cost to clean the rental unit at the end of the tenancy, I find the Landlord is entitled to recover the amount sought. The Landlord's claim was supported by photographic evidence, a receipt in the amount claimed, Condition Inspection Reports, and the affirmed testimony of AL.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$1,098.23, which has been calculated as follows:

Claim	Allowed
Lock replacement:	\$25.67
Unpaid rent:	\$440.00
Previous filing fee:	\$0
Cleaning costs:	\$532.56
Filing fee:	\$100.00
TOTAL:	\$1,098.23

Conclusion

The Landlord is granted a monetary order in the amount of \$1,098.23. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 9, 2022

Residential Tenancy Branch