



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL, FFL

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; 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 order as compensation for loss or damage under the Act, regulation or tenancy agreement?

Is the landlord entitled to the recovery of the filing fee?

### Background, Evidence

JL gave the following testimony. The tenancy began on May 1, 2019 and ended on September 30, 2021. The tenant was obligated to pay \$1000.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$500.00 security deposit and \$500.00 pet deposit. Written condition inspection reports were conducted at move in and move out with the tenant present at both. The parties both agreed and signed that move out inspection form allowing the landlord to retain \$281.94 from the deposits.

JL testified that the tenant was entitled to the balance of the deposits of \$718.06, however, through an unintended error, the landlord e-transferred \$1218.06. JL testified that she is seeking the recovery of the \$500.00 overpayment and the \$100.00 filing fee for this application. JL testified that despite her attempts to resolve the matter prior to the hearing, the tenant did not communicate with her.

The tenant gave the following testimony. The tenant testified that she doesn't agree that a tenant is responsible to clean carpets that are 8-10 years old at the end of the tenancy. The tenant testified that she blocked all communications with the landlord.

### 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.

I find that the tenant signed off on the amount that she was owed at the move out inspection. The inspection and agreed sum were done in good faith. The tenant cannot simply state that she does not agree with arrangement nine months later. In addition, the tenant is not entitled to receive more than what was agreed upon. I find that the landlord is entitled to the \$500.00 overpayment and the \$100.00 filing fee for a total award of \$600.00.

### Conclusion

The landlord has established a claim for \$600.00. I grant the landlord an order under section 67 for the balance due of \$600.00. 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: June 23, 2022

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Residential Tenancy Branch