



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION and [tenant name suppressed to protect privacy]

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 and pet 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 landlord's agent. No one was in attendance on behalf of the tenant. The agent submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on January 18, 2022. The agent provided Canada Post Tracking Information. Based on the submissions of the landlord, I find the tenant was deemed served five days later on January 23, 2022 in accordance to sections 89 and 90 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 loss or damages arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security and pet 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 agents undisputed testimony is as follows. The tenancy began on August 1, 2022 and ended on October 13, 2021. The tenant was obligated to pay \$320.00 per month in rent and at the outset of the tenancy the tenant paid a \$350.00 security deposit and \$350.00 pet deposit. The agent testified that the tenant refused to move out which required the landlord to hire bailiffs to remove her items. The agent testified that the tenant left the unit dirty at move out. The agent testified that they are seeking the recovery of \$8839.04 for bailiff costs, \$630.57 for cleaning costs and \$100.00 for the filing fee for a total claim of \$9569.61.

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, undisputed testimony and, receipts to support their application. The landlord has provided sufficient evidence to support their claim and are awarded all costs as requested for a total award of \$9569.61.

Conclusion

The landlord has established a claim for \$9569.61. I order that the landlord retain the \$350.00 security deposit and the \$350.00 pet deposit in partial satisfaction of the claim. I grant the landlord an order under section 67 for the balance due of \$8869.61. 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: August 15, 2022

Residential Tenancy Branch