



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, MNDL, MNDCL, 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 agents. 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 8, 2022. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord, I find the tenant was deemed served in accordance to sections 89 and 90 of the *Act* on August 13, 2022, therefore, I continued in the absence of the tenant.

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 undisputed testimony is as follows. The tenancy began on November 1, 2019 and ended on May 31, 2022. The tenant was obligated to pay \$1795.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$900.00 security deposit and a \$815 pet deposit which the landlord still holds. Condition inspection reports were done at move in and move out, however the tenant only participated in the move in and refused to attend the move out inspection. The tenant failed to pay the rent for the last two months of their tenancy along with other smaller arrears in the previous months.

The landlord testified that the tenant left the unit dirty and damaged at move out. The landlord testified that the damaged carpets, walls, baseboard, glass stovetop, baseboards, doors, and countertop. SC testified that there were numerous areas damaged by the tenants' dog and that the smell of urine permeated the entire unit. The landlord had to conduct extra cleaning and had to remove loads of garbage and debris left behind by the tenant. The landlord testified that all items were cleaned, repaired, or replaced.

The landlord is applying for the following:

1.	Unpaid Rent	3641.60
2.	Carpet Damage	1485.79
3.	Suite Damage	6732.60
4.	Junk and Garbage Removal	722.40
5.	Suite Cleaning	252.00
6.	Filing Fee	100.00
7.		
8.		
9.		
10.		
	Total	\$12,934.39

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**, receipts and photos to support the balance of their application. The landlord has provided sufficient evidence to support the entirety of their claim and is entitled to \$12,934.39.

Conclusion

The landlord has established a claim for \$12,934.39. I order that the landlord retain the \$900.00 security deposit and \$815.00 pet deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$11,219.39. 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: April 18, 2023

Residential Tenancy Branch