



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding DOENTERPRISES LTD
and [tenant name suppressed to protect privacy]

Dispute Codes

MNDCL, FFL

DECISION

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; 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. 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 September 28, 2022. Canada Post tracking information was submitted in the landlord's evidence. I find that the tenant has been deemed served five days after mailing on October 3, 2022 as per section 90 of the Act. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 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 damage arising out of this tenancy?
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 October 15, 2019 and ended when the tenant abandoned the unit on February 27, 2023. The tenant was obligated to pay \$1015.00 per month in rent. The landlord is seeking the recovery of a service call to a plumbing company as a result of the tenant plugging the toilet and causing damage to the unit below. Initially the tenant accepted responsibility for the damage but then later claimed that he didn't cause the overflow. The landlord was forced to hire the plumbing company to disprove the tenants new version of events. The

landlord seeks \$259.88 for the plumbing company plus the \$100.00 filing fee for this application.

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.

The landlord provided extensive documentation, undisputed testimony and receipts to support his application. The landlord is entitled to a monetary order of \$359.88.

Conclusion

The landlord has established a claim for \$359.88. I grant the landlord an order under section 67 for the balance due of \$359.88. 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 12, 2023

Residential Tenancy Branch