



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on December 2, 2022. 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 the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy;
- 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 MM, who provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, MM testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on December 9, 2022. During the hearing, MM provided the date of service and a tracking number by referring to a Canada Post registered mail receipt. Pursuant to sections 89 and 90 of the Act, I find that these documents are deemed to have been received by the Tenant on December 14, 2022, five days after they were mailed.

On behalf of the Landlord, MM 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 the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy?
3. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

On behalf of the Landlord, MM confirmed the tenancy began on June 15, 2021, and ended on February 28, 2022. During the tenancy, rent of \$7,500.00 per month was due on or before the first day of each month. The Tenant paid a security deposit of \$3,750.00, which the Landlord holds. MM testified that the luxury unit was fully furnished.

The Application discloses a total claim for \$27,285.94, which is particularized in the application.

The Landlord claimed \$7,392.67 for unpaid rent. MM testified rent was not paid when due on February 1, 2022. The amount claimed was due to a deduction made to account for an overpayment made in January 2022. A copy of the ledger was submitted in support.

The Landlord claimed \$214.22 for an unpaid BC Hydro invoice. MM testified that this amount was not paid by the Tenant. A copy of the invoice was submitted into evidence.

The Landlord claimed \$19,379.05 for the replacement of various items in the rental unit that were missing or damaged at the end of the tenancy. MM testified that the Tenant removed many of the contents of the rental unit. An email to the Tenant dated March 3, 2022, listed the missing items: cutlery, plates, towels, blankets, duvets, glasses, a dish basket, a laundry basket, TV remotes, cushions, a rug, and hangers.

The email also described damage to various parts of the rental unit, including a dining room chair, a bar stool, the kitchen counter, a TV, a closet wall, a washroom lock, walls, freezer, stove, and carpet.

In support of the above, MM referred to an undated, hand-written invoice submitted into evidence. The invoice, which totalled \$14,254.24, described 4 living room chairs (\$3,518.00), 6 dining room chairs (\$5,490.00), 4 bar stools (\$3,594.00), plus delivery (\$125.00) and tax (\$1,527.24).

MM also testified that the TV needed to be replaced at a cost of \$2,269.14 as it appeared to have been punched by the Tenant. An invoice dated March 25, 2022 was submitted into evidence.

In addition, MM testified that various smaller items provided with the rental unit – such as blankets and duvets – were missing or damaged. An invoice for \$669.67, dated March 7, 2022, was submitted into evidence.

Further, MM testified that the rental unit needed to be cleaned at a cost of \$882.00. An invoice was submitted in support of this aspect of the claim.

MM also testified that the rental unit needed to be painted due to wall damage at a cost of \$800.00. MM stated that it appeared the Tenant has punched the walls. An invoice was submitted in support.

In support of the above, the Landlord submitted a Condition Inspection Report. It indicates the Tenant participated in the move-in condition inspection on June 22, 2021. However, despite being given a Notice of Final Opportunity to Schedule a Condition Inspection, a copy of which was submitted into evidence, the Tenant did not attend a move-out condition inspection. The move-out inspection notes stains on the kitchen, living room, and dining room ceiling; a stain on the entry carpet; a dirty oven; an air conditioner was not working; damage to the bathroom door; damage to the bedroom walls, trim, and closets; a missing TV cable; a dirty washer/dryer; and damage to the patio tile.

Fourth, the Landlord claimed \$200.00 for a strata fine incurred due to the Tenant's use of a common hallway to store garbage. A copy of the letter from the strata dated February 22, 2022, was submitted into evidence.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application, and request an order permitting the Landlord to retain the security deposit.

### Analysis

Based on the unchallenged and 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 of proving 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 \$7,392.67 for unpaid rent, I find the testimony of MM, the ledger, and the tenancy agreement are sufficient evidence to grant the relief sought. The Landlord is granted a monetary award of \$7,392.67.

With respect to the Landlord's claim for \$214.22 for an unpaid BC Hydro invoice, I find the testimony of MM, the ledger, and the invoice are sufficient evidence to grant the relief sought. The Landlord is granted a monetary award of \$214.22.

With respect to the Landlord's claims for the cost to replace furniture and other household items, I find there is insufficient evidence to grant the relief sought. While I accept that the Landlord purchased the items described by MM, I find there is insufficient evidence before me of the value of the missing items or of the extent of the damage. For example, the Landlord's claim was not supported by any invoices to confirm the value of the items provided with the rental unit, or by photographic evidence taken at the beginning or the end of the tenancy. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claims for cleaning (\$882.00) and painting costs (\$800.00), I find there is sufficient evidence before me to grant the relief sought. MM's description of the condition of the rental unit at the end of the tenancy, which I accept, was supported by the Condition Inspection Report. I also find the Tenant had an opportunity to attend the move-out condition inspection but elected not to. The Landlord is granted a monetary award of \$1,682.00 for cleaning and painting costs.

With respect to the Landlord's claim for \$200.00 for a strata fine, I find that the testimony of MM, the letter from the strata, and the ledger are sufficient evidence to grant the relief sought. The Landlord is granted a monetary award for \$200.00.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also find the Landlord is entitled to retain the security deposit in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$5,638.89, which has been calculated as follows:

<b>Claim</b>	<b>Allowed</b>
Unpaid rent:	\$7,392.67
BC Hydro:	\$214.22
Cleaning:	\$882.00
Painting:	\$800.00
Strata fine:	\$200.00
Filing fee:	\$100.00
LESS security deposit:	(\$3,750.00)
<b>TOTAL:</b>	<b>\$5,838.89</b>

Conclusion

The Landlord is granted a monetary order in the amount of \$5,838.89. 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: August 31, 2023

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Residential Tenancy Branch