

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for damages to the rental unit.

The Landlord and the Tenant had been involved in a prior Dispute, where the Landlord was ordered to pay the Tenant double the security deposit. The Tenant took the order to Provincial Court for enforcement. The Landlord served the Notice of Hearing and the Application for Dispute Resolution on the Tenant at the address used by the Tenant in his Application to the Provincial Court, which was also the address the Tenant supplied as his forwarding address to the Landlord. The Landlord served the Tenant at this address by registered mail, sent on March 11, 2009. Under the Act an item is deemed served five days after mailing.

Based on the foregoing, I find the Tenant has been served with the Notice of Hearing and Application for Dispute Resolution in accordance with the Act.

Issues(s) to be Decided

Did the Tenant damage the rental unit, entitling the Landlord to monetary compensation?

Background and Evidence

The uncontradicted evidence of the Landlord was that the Tenant had damaged several walls in the rental unit, by drilling large holes in them, peeling off part of the drywall paper, marking and scraping the walls and smoking in the unit. The Landlord alleges that the Tenant drilled holes in the walls to install computer or video equipment and ran wires through these holes.

The Landlord did not perform condition inspection reports with the Tenant. However, the Landlord provided evidence in the form of photographs and two statements from the prior renter of the rental unit. The Landlord testified he had painted the unit about two years prior to the Tenant moving in.

The evidence of the prior renter was that the Tenant had left quite a mess behind in the unit and had damaged the walls, carpets and had smoked heavily in the unit. The previous Tenant described the condition of the unit after the Tenant had left as, "horrific".

The Landlord claims \$4,240.00 for the cost of repairing the damaged drywall and repainting the entire unit. The receipt provided in evidence by the Landlord describes the repairs to the walls as, "extensive".

Analysis

Under the Residential Tenancy Act, the Tenant was required to repair any damage done to the unit prior to vacating the unit. Although the Tenant did try to fill a few of the holes with some sort of putty, the attempt at repairs was not adequate.

I find the Tenant damaged the property of the Landlord and the Landlord is entitled to compensation under the Act.

Nevertheless, the Landlord is required to do regular maintenance on his rental unit which includes painting the unit every few years. Although I accept that the Tenant damaged the walls in the unit, I do not find the Tenant should pay for the entire cost of the painting, as there were areas in the unit where the walls did not appear to be damaged. Therefore, I am reducing the amount awarded to the Landlord by 30% from his claimed amount, for depreciation of the paint in the unit.

I find the Landlord is entitled to **\$3,018.00**, comprised of \$2,968.00 awarded for repairing the unit and the \$50.00 filing fee for this Application.

The Landlord is given a formal Order in the above terms and the Tenant must be served with a copy of this Order as soon as possible. Should the Tenant fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion

I find the Tenant damaged the rental unit and the Landlord is entitled to monetary compensation from the Tenant. The Landlord is granted an order, which may be enforced in Provincial 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 11, 2009.

Dispute Resolution Officer