



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; for damage to the rental unit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a single detached home. Pursuant to a written agreement, the tenancy started on June 1, 2011. The rent was \$1300.00 per month and the landlord said that because the tenant was a friend's referral, he did not require the tenant to pay a security deposit.

The landlord testified that as he experienced difficulty collecting rent for December 2011, he discovered that power to the house was shut off and that BC Hydro had removed the meter.

The landlord said that he went to the property on December 21<sup>st</sup> and met with the tenant. He said that the tenant confessed having set up a grow op, that the police apprehended him and took him into custody. He said that the tenant apologized and promised that he would fix the house and restore everything. The landlord said that nothing was done and that he learned that the tenant was relocating to Alberta. He said that the tenant returned to the property only once and that he had vacated by December 30<sup>th</sup>, 2011 without giving him any notice. He said that he heard from the tenant one more that that he would make restitution however he has not been compensated for anything to date.

In his documentary evidence, the landlord provided 12 photographs taken on January 5, 2012, showing in part the hydro meter marked by BC Hydro "grow-op bypass, disconnect Nov. 23, 2011"; and interior damage such as large cut-outs into the drywall. The landlord said that the tenant was stealing power, and that after November 23, 2011, he used a gas powered generator that he installed inside the detached shop. He said that the exhaust fumes were trapped inside and contaminated the shop right through to the insulation. The landlord said that he spent consider amount of time for these repairs, in addition to the ones inside the house, which included a large hole in the bathroom.

The landlord said that he was fortunate to be able to have power restored and the repairs completed fast enough to be able to re-rent the house on February 1<sup>st</sup>, 2012.

The landlord provided invoices to reconnect power and for repairs, and submitted an amended claim as follows:

- Electrical repairs: \$1512.00
- Hydro reconnection costs: \$ 518.56

- House repairs & rubbish removal:: \$ 985.60
- House cleaning: \$ 480.00
- Loss of 1 months' rent: \$1300.00
- Total: \$4796.16

The tenant argued that he paid the landlord a security deposit of \$650.00 in cash on move-in day. He said that the landlord's claim is exaggerated, that he did not have to pay his employees \$985.60 as this is the landlord's company. Concerning the bathroom hole, the tenant said that the wall was already soft and that the shower was leaking. The tenant said that the invoice covers work that was partly covered under the cleaning invoice.

The landlord argued that his cost went well beyond what he itemized in his claim, which did not include the repairs done in the shop.

### Analysis

In this matter the landlord bears the burden to prove his claim against the tenant. Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Based on the documentary evidence and the parties' testimony, I accept that the tenant did not comply with these provisions and that there was damage beyond reasonable wear and tear. The tenant provided no supporting evidence to support his assertions at the hearing. Concerning the security deposit, the tenancy agreement shows that no deposit was made and that it was signed by both parties; therefore I find that the tenant did not pay a security deposit. The landlord provided receipts to restore power and for damages. The landlord provided a receipt for the cost of having his employees make the repairs, and stated that he went beyond the hours quoted and that other repairs were not included in the claim; the tenant provided no rebuttal evidence and I accept the

landlord's claim in the circumstances. I find that these costs reasonably and fairly reflect the work that was required to repair and restore the rental unit and on that basis I grant the landlords the full amount as claimed.

### Conclusion

The landlord established a claim of \$4796.16. Since the landlord was successful, I award the landlord recovery of \$50.00 towards the filing fee and pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$4846.16.

This Order may be registered 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: March 12, 2012.

---

Residential Tenancy Branch