



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damage to the unit, damage and loss under the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matter

There was no evidence before me in support of a claim for damage or loss under the Act.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the rental unit in the sum of \$435.03?

Is the landlord entitled to filing fee costs?

Background and Evidence

The parties agreed that the tenancy began on May 1, 2012 for a one year fixed term. Monthly rent was \$1,000.00 payable on the first day of each month. The parties confirmed that a move-in and move-out condition inspection report was not completed.

The tenant moved out of the rental unit at the end of April, 2012.

The landlord has made the following claim:

Patching holes in wall	334.76
Replace missing light fixture	9.99
replace light bulbs	17.48
TOTAL	435.03

The landlord submitted photographs of a wall damaged by a door knob and the corner of a wall that was also damaged. Photographs of dents in a wall were supplied. An entry door sill was damaged and left in place, to look like it was fastened. The landlord has claimed the cost of repair of the sill. These costs were detailed in the invoice issued on May 9, 2012 and supplied as evidence.

A photo of the ceiling fixture showed that the glass cover was missing. The landlord has claimed the cost of the missing fixture plus electrical charges. A May 5, 2012, invoice for circuit repair was submitted as evidence. The landlord stated the tenant somehow damaged the circuit.

The tenant agreed that the door knob did damage the wall and that the corner was damaged as a result of the placement of their garbage can. The wall socket was loose and the tenant had removed the cover plate, so that he could hold the electrical box when plugging in items.

The tenant denied damaging the plate and said that the glass ceiling fixture was missing at the start of the tenancy. The landlord has said he would replace the cover, but didn't and the tenant did not pursue replacement. The tenant denied damaging the electrical circuit.

The tenant acknowledged that light bulbs in the kitchen had kept burning out, so he eventually stopped replacing them. He did not report the problem to the landlord.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of condition inspection report that detailed the state of the rental unit at the start and end of the tenancy I have made my decision based on the evidence before me and the balance of probabilities.

I find that the tenant did cause some damage to the drywall, based on the photographs and the tenant's acknowledgement. There was no evidence before me that the tenant damaged the door sill and I have dismissed that portion of the claim. Further, I find that there was no evidence the tenant caused any damage to a plug plate that was included in the May 9, 2012 invoice. No submissions were made in relation to the pin holes in walls; a tenant is allowed to make a reasonable number of holes in order to hang art and other items.

Therefore, I find that the landlord is entitled to the cost of drywall repair (\$130.00), repair of dents in the wall (\$80.00) plus applicable tax in the sum of \$25.20. The balance of items claimed on the May 9, 2012 invoice is dismissed.

A tenant is to leave a rental unit clean and, except for wear and tear, undamaged. There was no evidence before me that the tenant caused damage to the electrical circuit and I have dismissed that portion of the claim

I find, on the balance of probabilities, in the absence of an inspection report that it is just as likely that the light fixture glass was missing at the start of the tenancy. I found the tenant's submission that he had not bothered to ask the landlord to replace it, believable. That testimony aligned with the tenant's submission that he failed to inform the landlord of the malfunctioning lights in the kitchen.

Even though the lights in the kitchen may have caused bulbs to burn out; I find that the tenant was required to replace the bulbs or to report the problem so the landlord could investigate and make repairs. Therefore, I find that the landlord is entitled to the cost of light bulbs, as supported by the invoice supplied.

Therefore the landlord is entitled to the following:

	Claimed	Accepted
Repair of ceiling electrical circuit	72.80	0
Replace missing light fixture	9.99	0
replace light bulbs	17.48	17.48
TOTAL	435.03	252.68

The balance of the landlord's claim is dismissed.

I have declined the filing fee costs to the landlord, as completion of inspection reports could have allowed the parties to reach agreement on any damages that occurred.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$252.68, which is comprised of compensation for damage to the rental unit. The balance of the claim is dismissed.

Based on these determinations I grant the landlord a monetary Order in the sum of \$252.68. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 18, 2012.

Residential Tenancy Branch