



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MSND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing by personal service on December 16, 2014, the tenant did not appear.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and, if so, in what amount?

### Background and Evidence

There were two rental units rented to this tenant. The first unit, the upper level of a house, was rented to the tenant in April, 2013, at a monthly rental of \$1800.00. The tenant paid a security deposit of \$900.00 at the start of that tenancy. The landlord testified that a move-in inspection was conducted and a move-in condition inspection report completed, although he did not file a copy of it in evidence.

In September the tenant rented a second suite in the lower level of the same house. The monthly rent for that unit was \$600.00. The landlord testified that he did not collect a security deposit for that unit nor did they conduct a move-in inspection or complete a move-in condition inspection report.

The tenancy ended in November pursuant to an order of possession. The landlord had to retain a bailiff at a cost of \$875.00 to enforce the order of possession. The landlord regained possession of the rental unit on December 1.

The landlord testified that the house is about seven years old and that it had been freshly painted at the start of this tenancy at the request of the tenant.

The tenant operated a shelter for homeless people at the rental unit. The landlord said that there were up to twenty people in the house at one time.

The landlord filed more than 100 photographs of the home. They reveal a picture of comprehensive, severe, and in some cases, wilful damage. Every part of the house will require major repair. In addition, a very large quantity of furniture, including many, many mattresses, personal belongings, and garbage were left behind.

The landlord has not done very much of the required repair work because he does not have the money to do so. He has already obtained a monetary order for unpaid rent in the amount of \$9000.00, which he is trying to collect. To date, he has been unsuccessful in his efforts.

The landlord filed estimates for the repairs required, which range from \$18,000.00 to \$47,000.00. The landlord has limited his claim for repairs, including repairs to the central vacuum system, the intercom/music system, and lock replacement to \$21,625.00.

The landlord also filed an estimate from a junk removal firm in the amount of \$2500.00. This is another task that he has not had the money to undertake.

### Analysis

On any claim for damage or loss the party making the claim must prove, on a balance of probabilities:

- that the damage or loss exists;
- that the damage or loss is attributable solely to the actions or inaction of the other party; and,
- the genuine monetary costs associated with rectifying the damage.

In a claim by a landlord for damage to property, the normal measure is the cost of repairs or replacement cost (less an allowance for depreciation), whichever is lesser. The Residential Tenancy Branch has developed a schedule for the expected life of fixtures and finishes in rental units. This depreciation schedule is published in *Residential Tenancy Branch Guideline 40: Useful Life of Building Elements* and is available on-line at the Residential Tenancy Branch web site.

It is clear from the photographs that this was a modern well-finished home. After looking at the photographs I am of the opinion that the amount claimed by the landlord for repairs is substantially less than the amount that will eventually be required. As a result I am not assessing any depreciation against the amount claimed by the landlord and I allow the amount claimed, \$21,625.00 in full, as general damages.

Also based on the evidence filed by the landlord, I find that the estimate for junk removal reasonable and I allow the amount claimed, \$2500.00, as general damages.

Finally, I allow the landlord's claim for bailiff expenses in the amount of \$875.00.

Conclusion

I find that the landlord has established a total monetary claim of \$25,100.00 comprised of general damages in the amount of \$24,125.00; bailiff charges in the amount of \$875.00; and the \$100.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$900.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$24,200.0. If necessary, 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: February 20, 2014

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Residential Tenancy Branch

