



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Code: MNDC, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for painting and repairs to the rental unit and to recover the filing fee for this proceeding. Only the landlord's agent attended.

### Issues(s) to be Decided

Is the Landlord entitled to compensation for cleaning and repairs and if so, how much?

### Background and Evidence

The landlord's agent S.K. testified that she sent a copy of this application and the evidence on November 1, 2011 by registered mail. Upon searching Canada Post's web site I noted that the respondent actually received the package on November 18, 2013. Accordingly I find that the tenant was served on that date. Based upon the evidence of S.K. I find that this month-to-month tenancy started on May 1, 2010 and ended on October 21, 2012. Rent was \$ 526.00 per month payable in advance on the 1<sup>st</sup> day of each month. The tenant did not pay any security deposit. The landlord claimed that at the end of the tenancy the tenant had attempted to patch holes in numerous walls and that painting and various repairs were needed. The landlord spent over \$ 3,300.00 to paint and repair the unit however is only claiming \$ 738.32 representing approximately 20% of the cost of painting and about \$ 100.00 for the repairs and extra sanding.

### Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the

landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord are beyond wear and tear and are reasonably incurred. I find that the landlord has proven a claim totalling \$ 738.52. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding.

### Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 738.52 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 788.32. I grant the landlord a Monetary Order in the amount of **\$ 788.32** and a copy of it must be served on the tenant. If the amount is not paid, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 11, 2014

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Residential Tenancy Branch

