



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 Codes MND MNR FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, and to recover the filing fee.

An agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence was considered. The agent testified that the Notice of Hearing, Application and documentary evidence was served on the tenant by registered mail on February 19, 2014. The agent provided a registered mail tracking number as evidence and confirmed that the name and address matched the name of the tenant and the forwarding address for the tenant which the agent testified was received through an information sharing agreement with the Ministry for Social Development. In addition, the agent stated that the tenant signed for and accepted the registered mail package on February 27, 2014, according to the Canada Post online registered mail tracking website. Based on the above, which is supported by the Canada Post online registered mail tracking website, I find that the tenant was duly served with the Notice of Hearing, Application and documentary evidence on February 27, 2014.

Issue to be Decided

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

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A month to month tenancy agreement began on June 1, 2008. The tenant was not required to pay a security deposit or a pet damage deposit at the start of the tenancy. The tenant's subsidized portion of the rent was \$320.00 at the end of the tenancy. The landlord submitted a copy of the condition inspection report in evidence.

On February 26, 2013, the parties mutually signed a Mutual Agreement to End a Tenancy, which was submitted in evidence. The landlord is seeking the following monetary compensation under the *Act*:

Item 1 – Extra cleaning required for rental unit	\$504.00
Item 2 – Removal of items left in rental unit by tenant	\$84.00
Item 3 – Replacing exterior door and door frame	\$660.22
Item 4 – Replacing interior doors	\$444.42
Item 5 – Replacing living room flooring	\$302.50
Item 6 – Repairing drywall damage	\$95.79
TOTAL	\$2,090.93

Item 1

The agent referred to the condition inspection report which supports that the rental unit required extra cleaning. A receipt on page six of the evidence package, in the amount of \$504.00, was submitted in evidence in support of this portion of the landlord's claim and includes the rental unit address and is dated April 16, 2013. The outgoing condition inspection report was conducted on April 3, 2013, after the landlord posted a final opportunity for the outgoing condition inspection on March 31, 2014, indicating the April 3, 2014 date described above.

Item 2

The landlord is seeking \$84.00 for removal of goods left behind in the rental unit by the tenant. The agent stated the tenant left behind garbage bags, a bike, boxes, car batteries and submitted photos to support this portion of the landlord's claim. The agent referred to page seven of the landlord's evidence which includes a receipt in the amount of \$84.00 for "junk removal" dated April 9, 2013.

Item 3

The landlord has claimed \$660.22 to replace the exterior door and door frame. The agent referred to the condition inspection report which supports that the door was “broken”. The agent stated that although the cost to the landlord was \$838.37 to replace the exterior door and door frame, the landlord has reduced that amount by 25% to account for depreciation as the door was installed in 2009, according to the agent. The agent stated that door was four years old when the tenant vacated the rental unit. The agent referred to page eight of the landlord's evidence, a receipt in the amount of \$838.37, and photos of a broken exterior door.

Item 4

The landlord has claimed \$444.42 for replacing the interior doors of the rental unit. The agent testified that six interior doors were broken by the tenant during the tenancy, which is supported by the condition inspection report. The agent referred to page nine of the evidence package, a receipt in the amount of \$592.55 and the agent stated that the landlord has reduced that amount by 25% to account for depreciation for a total of \$444.42 as the doors were new in 2009. The agent referred to photos 15.2 and 15.4 in evidence which supports that there were many holes in the interior doors at the end of the tenancy.

Item 5

The landlord has claimed \$302.50 to replace the linoleum flooring (the “lino flooring”) which was five years old, and to which the agent stated the landlord reduced by 50% to account for depreciation. The agent stated that although much more flooring required replacement, the landlord has only charged the tenant for the living room lino flooring replacement at 50% depreciation. The condition inspection report supports that the flooring was “broken” and that there were burns. The move-in inspection says “new lino” and the photos support that there are holes in the lino flooring including photo 15.1. A receipt on page ten for \$1980.00 was submitted in evidence, however, the agent clarified that the portion of the receipt related to the lino flooring was \$605.00, so the landlord has claimed 50% of that amount, for a total of \$302.50.

Item 6

The landlord has claimed \$95.79 to repair drywall damage. The condition inspection report supports that there are three bedrooms which the code for “broken” listed regarding the walls. Photo 15.2 shows holes in the walls and gouges. The agent stated that the landlord is not seeking compensation for repainting, only to repair the damaged drywall. A receipt on page eleven in the amount of \$95.79 was submitted in evidence.

Analysis

Based on the undisputed testimony of the agent provided during the hearing, the documentary evidence and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Items 1 through 6 – For all six of the items, I accept the agent’s undisputed testimony and I find that the landlord has met the burden of proof to support all six of the items being claimed. This is supported by the photos, receipts, and condition inspection report submitted in evidence which support all six items being claimed. I also find that the depreciated values described by the landlord are consistent with the useful lifespan of building elements described in Residential Tenancy Branch Policy Guideline #40.

Based on the above, I find the landlord has met the burden of proof is entitled to their full monetary claim of **\$2,090.93** as claimed.

As the landlord’s application had merit, I grant the landlord the recovery of the filing fee of **\$50.00**.

I find that the landlord has established a total monetary claim in the amount of **\$2,140.93**, comprised of \$2,090.93 for items 1 through 6, plus the \$50.00 filing fee.

Given the above, I grant the landlord a monetary order under section 67 in the amount of **\$2,140.93**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The landlord's application had merit. The landlord has established a total monetary claim in the amount of \$2,140.93. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: June 13, 2014

Residential Tenancy Branch

