



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on February 03, 2015 seeking to obtain a Monetary Order for: damage to the unit, site or property and to recover the cost of the filing fee from the Tenant for this application.

The hearing was conducted via teleconference and was attended by the Landlord. No one was in attendance on behalf of the Tenant. The Landlord provided affirmed testimony that the Tenant was served notice of this application and this hearing by registered mail on February 4, 2015.

The Landlord testified that the Canada Post tracking information confirmed that the Tenant signed for the registered mail on February 18, 2015. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding and I continued in absence of the Tenant.

Issue(s) to be Decided

Has the Landlord proven entitlement to monetary compensation for damages?

Background and Evidence

The Landlord submitted evidence that the Tenant entered into a written month to month tenancy that began on November 3, 2008. The Tenant vacated the rental unit as of April 30, 2015. Rent was subsidized based on annual income and no security deposit was required to be paid. The Tenant attended and signed the move in condition inspection report form on November 4, 2008 and the move out form was signed on April 30, 2015.

The Landlord argued that the rental unit was left dirty, damaged, and with some debris that had to be removed at the end of the tenancy. They submitted into evidence several photographs of the rental unit, invoices for work performed, and a copy of the move out condition report form where the Tenant signed agreeing to pay for the damages. An estimated amount of \$6,000.00 was written on the form by the onsite manager. The Landlord seeks to recover \$2,220.45 which is the total charge back amount they wish to recover from the Tenant and consists of the following:

- 1) \$660.45 for cleaning charges as per the detailed report provided in evidence;
- 2) \$1,354.50 to remove and replace damaged doors, drywall repairs, and painting. The initial amount quoted for the work was \$4,410.00. The Landlord depreciated the amount claimed by over 50%;
- 3) \$125.00 for flooring repairs as per the photographs and invoice submitted in evidence; and
- 4) \$80.50 for debris removal consisting of \$50.50 for labour plus \$30.00 dump fees.

In closing the Landlord stated that the work on this unit was performed over several months as the rental unit remained vacant.

Analysis

The *Residential Tenancy Act* (the *Act*), the *Regulation*, and the Residential Tenancy Branch Policy Guidelines (Policy Guideline) stipulate provisions relating to these matters as follows:

Section 7 of the Act provides as follows in respect to claims for monetary losses and for damages made herein:

7. Liability for not complying with this Act or a tenancy agreement

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 32 (3) of the Act provides that a tenant of a rental unit 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.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear; and must return all keys to the Landlord.

Section 21 of the Regulations provides that In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the

inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) [*starting proceedings*] or 79 (3) (b) [*application for review of director's decision*] by one party to a dispute resolution proceeding to another party or to the director.

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

I accept the undisputed evidence that the Tenant left the rental unit, unclean, damaged, and with debris at the end of the tenancy, in breach of sections 32 and 37 of the *Act*. Accordingly, I grant the Landlord's application in its entirety and I award them monetary compensation in the amount of **\$2,220.45**.

The Landlord has succeeded with their application; therefore, I award recovery of the **\$50.00** filing fee, pursuant to section 72(1) of the *Act*.

Conclusion

The Landlord has succeeded with their application and was awarded monetary compensation of \$2,220.45 plus the \$50.00 filing fee.

The Landlord has been issued a Monetary Order in the amount of **\$2,270.45** (\$2,220.45 + \$50.00). This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia 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: August 18, 2015

Residential Tenancy Branch

