



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, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 19, 2015 in accordance with Section 89. The landlord also provided tracking information from Canada Post confirming the tenant accepted the hearing package on April 2, 2015.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Act*.

Background and Evidence

The landlord has submitted into evidence a copy of a tenancy agreement signed by the parties on July 26, 2011 for a 5 month fixed term tenancy beginning on August 2, 2011 for a monthly rent based on a percentage of income due on the 1st of each month. The landlord testified the tenancy continued on as a month to month tenancy beginning

January 1, 2012 under the same terms. The tenancy ended when the tenant vacated the rental unit in mid February 2014.

The landlord seeks compensation for repairs to the rental unit that includes stairway carpet repairs (\$50.00); wall and trim repairs and painting (\$367.50); and replacing an exterior door (\$94.50).

In support of their claim the landlord has submitted into evidence copies of the Condition Inspection Reports for both the start and end of the tenancy; receipts and/or invoices for work required; and several photographs documenting the condition of the rental unit at the end of the tenancy.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed documentary evidence I find the tenant failed to comply with the requirements outlined in Section 37 of the *Act* at the end of the tenancy and as a result the landlord has suffered a loss. I also find the landlord has established the value of that loss through their invoices and receipts for repairs.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$562.00** comprised of \$512.00 as claimed above and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 26, 2015

Residential Tenancy Branch

