



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M. Warner Contracting  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1139.64, and recovery of the \$50.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 12, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant was affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that an Order of Possession was issued against the tenant on January 23, 2015, and this appeared to anger the tenant, and as a result the tenant did extensive willful damage to the rental unit.

The applicant further testified that the tenant punch numerous holes through the walls and doors of the rental unit, destroying numerous walls, doors and door frames and leaving the rental unit in need of significant repairs.

Applicant further testified that the tenant left the rental unit completely filthy and in need of significant cleaning as well, and the tenant failed to return the keys to the rental unit.

The applicant is therefore requesting a Monetary Order as follows:

Repairs-labor 21.5 hours	\$789.60
Repairs-materials	\$321.10
Replace mailbox lock and key	\$13.28
Replace security door keys	\$15.66
Filing fee	\$50.00
Total	\$1189.64

### Analysis

I have reviewed the evidence provided by the landlord and is my finding that the landlord has established the full claim requested.

It's obvious from the photo evidence provided and the testimony of the landlord that this tenant caused extensive willful damage to the rental unit, and I find that the repair costs claimed by the landlord are completely justified.

Section 32(2) of the Residential Tenancy Act states:

**32(2)** A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) 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.

Further section 37(2) of the Residential Tenancy Act states:

**37(2)** When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) 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.

In this case since all the damages claimed were a direct result of the tenants actions or neglect, and since the tenant failed to return the rental unit clean and undamaged, and also failed to return the keys, I allow the full amount claimed by the landlord, including recovery of the \$50.00 filing fee.

#### Conclusion

Pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order for the respondent to pay \$1189.64 to the applicant.

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: November 16, 2015

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Residential Tenancy Branch

