



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MND FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on June 1, 2016 (the "Application").

The Landlord seeks the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order of possession for cause; a monetary order for damage to the rental unit, site or property; and an order granting recovery of the filing fee.

The Landlord was represented at the hearing by D.E., who provided his solemn affirmation. The Landlord also attended the hearing but did not provide testimony. The Tenant did not attend the hearing.

D.E. testified the Tenant was served with the Notice of a Dispute Resolution Hearing, in person, on June 3, 2016. In support, the Landlord submitted with his documentary evidence a receipt from a process server, and a Proof of Service form. I find the Tenant was duly served with the Notice of a Dispute Resolution Hearing on June 3, 2016.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Application named D.E. as the Landlord. During the hearing, however, D.E. asked that his name be replaced with the name of the owner of the property, O.L. Accordingly, pursuant to section 64 of the *Act*, I amend the Application to substitute the name of the Landlord, O.L.

In addition, D.E. advised that the Tenant has vacated the rental unit, and would like to withdraw his request for an order of possession. Pursuant to section 64 of the *Act*, I grant the Landlord's request and amend the Application to exclude this aspect of the Application. It will not be considered further in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit and property?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted into evidence a copy of the tenancy agreement between the parties. The tenancy agreement confirms a month-to-month tenancy that commenced in January 1, 2016. The Tenant rents a room and shares kitchen and bathroom facilities with other tenants. Rent in the amount of \$450.00 is due on the first day of each month. At the beginning of the tenancy, the Tenant provided the Landlord with a security deposit in the amount of \$225.00.

The Landlord provided oral testimony confirming the Tenant vacated the rental unit. He described damage to the rental unit and property caused by the Tenant. D.E. advised the Tenant wrote graffiti in the common areas, and on some of the larger appliances. Upon vacating the rental unit, the Landlord discovered the Tenant had also written graffiti throughout his bedroom.

The oral testimony provided by D.E. was supported by digital evidence depicting some of the graffiti the Landlord testified was caused by the Tenant.

On behalf of the Landlord, D.E. testified the Landlord has suffered losses to paint over the graffiti.

Analysis

Based on the documentary evidence and unchallenged oral testimony provided by the Landlord, and on the balance of probabilities, I find the following:

Pursuant to section 67 of the *Act*, I am satisfied the Landlord is entitled to a monetary order in the amount of \$225.00, which has been calculated as follows:

Item	Amount
Primer:	\$40.00
Paint:	\$80.00
Miscellaneous paint supplies:	\$30.00
Labour (8 hrs. x \$25.00 per hr.):	\$200.00
Filing fee:	\$100.00
<i>LESS security deposit:</i>	\$225.00
TOTAL:	\$225.00

As noted in the calculation above, this monetary award includes recovery of the filing fee paid by the Landlord. The cost of the process server has not been included in the monetary award as this is an expense incurred at the Landlord's discretion.

Conclusion

I grant the Landlord a monetary order in the amount of \$225.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 04, 2016

Residential Tenancy Branch