



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, FF

Introduction

This hearing was scheduled in response to the landlords' Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, compensation for damage or loss under the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. The landlord said that when the tenant was vacating in February 2016 the tenant text the landlord an address. The landlord read from the text messages, in which the tenant provided the address. The landlord used that address for service.

The landlord provided a Canada Post tracking number for the registered mail. The landlord sent the registered mail on March 15, 2016. The mail was returned as marked by Canada Post as "unclaimed."

A failure to claim registered mail does not allow a party to avoid service. Therefore, I find that the hearing documents are deemed to have been served on the fifth day after mailing, in accordance with section 89 and 90 and 90 of the Act.

The tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$1,000.00 for the cost of painting?

Background and Evidence

The tenancy was in effect when the landlord purchased the home in 2011; the landlord assumed the tenancy. The tenancy ended in February 2016.

The landlord has claimed the cost of paint and supplies in the sum of \$600.00 and the time the landlord spent preparing and painting, in the sum of \$400.00.

The landlord said that the home was last painted when it was built in 2005.

The landlord said there were some holes, approximately two inches in size and multiple staples left in the walls. The landlord estimated that the time and costs associated with repairing the holes and removing staples was approximately \$400.00.

The landlord made oral submissions only; no other evidence was supplied.

Residential Tenancy Branch (RTB) policy, setting out time-frames for painting in rental units was explained to the landlord.

Analysis

The tenant had provided the landlord with a forwarding address but did not claim mail containing the hearing documents sent to the address. The tenant did not attend the hearing to oppose the claim.

Section 32 of the Act requires a tenant to repair any damage caused by the neglect or actions of the tenant. I find that placing staples and causing small holes in walls is not the result of normal wear and tear.

Although the tenant did not attend the hearing I have reduced the claim after applying RTB policy, which suggests that a rental unit should be painted every four years. This unit had not been painted for 11 years; therefore, it was overdue for painting, at the cost of the landlord. I have accepted the testimony that additional time and cost of repair was required due to multiple staples and holes, outside of those caused by hanging artwork.

Therefore, in the absence of the tenant I find that the landlord is entitled to compensation in the sum of \$250.00. The balance of the claim is dismissed.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary order in the sum of \$350.00. In the event that the tenant does not comply with this order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is entitled to compensation in the sum of \$250.00. The balance of the claim is dismissed.

The landlord is entitled to filing fee costs.

This decision is final and binding 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: October 28, 2016

Residential Tenancy Branch

