



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 was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that the Landlord made two unsuccessful attempts to serve the Tenant with the Application for Dispute Resolution and the Notice of Hearing.

The Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on October 12, 2016 were sent to the Tenant, via registered mail on September 30, 2016. The Agent for the Landlord stated that these documents were mailed to the Tenant at a mailing address provided to the Landlord by the Provincial Government.

The Agent for the Landlord cited a tracking number that corroborates the testimony that documents were sent to the Tenant by registered mail. She stated that the Canada Post website indicates this package was delivered on October 07, 2016.

In the absence of evidence to the contrary I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on September 30, 2014;
- she is not certain when the tenancy ended; and
- the Landlord completed a final condition inspection report on September 16, 2015.

The Landlord is seeking compensation, in the amount of \$750.30, for cleaning the rental unit. The Landlord submitted photographs, which the Agent for the Landlord stated were taken after the Tenant had removed most of her property, which show the rental unit required cleaning.

The Agent for the Landlord stated that the Tenant removed one chair from the rental unit after these photographs were taken but they generally represent the condition of the rental unit after it was vacated by the Tenant.

The Landlord submitted an invoice to show that the Landlord paid \$787.82 to clean the unit. The Agent for the Landlord stated that the unit was not cleaned until November of 2015 as they were waiting to see if the Tenant would retrieve any of her belongings.

The Landlord is seeking compensation, in the amount of \$150.00, for replacing a bedroom door in the rental unit. The Landlord submitted a photograph of the damaged door which the Agent for the Landlord stated was damaged during the tenancy.

The Landlord submitted an invoice to show that the Landlord paid \$157.50 to repair the door. The Agent for the Landlord stated that the door was not repaired until February of 2016 as they had a high vacancy rate and did not need to urgently repair this damage.

The Landlord is seeking compensation, in the amount of \$157.49, for repairing a bathroom wall and replacing a bathroom sink. The Agent for the Landlord stated that sometime during the tenancy the Tenant replaced the existing sink with a sink of inferior quality. The Landlord submitted a photograph of the sink that had been replaced, which shows damage to the wall adjacent to the sink.

The Landlord submitted invoices to show that the Landlord paid \$168.70 to replace the sink and repair the wall adjacent to the sink. The Agent for the Landlord stated that the sink was not replaced until February of 2016 as they had a high vacancy rate and did not need to urgently replace the sink.

The Landlord is seeking compensation, in the amount of \$183.00, for repairing two holes in the wall. The Agent for the Landlord stated that there were holes in two bedroom walls. The Landlord submitted a photograph of one of the holes.

The Landlord submitted an invoice to show that the Landlord paid \$192.15 to repair the holes in the wall. The Agent for the Landlord stated that the holes were not repaired until February of 2016 as they had a high vacancy rate and did not need to urgently repair the walls.

At the conclusion of the hearing the Agent for the Landlord was asked if we had addressed all of the claims being made by the Landlord and she replied that we had. After the hearing was concluded I realized we had not discussed the claim for a damaged oven door. As that matter has not been considered at these proceedings, the Landlord has the right to file another application claiming compensation for that item.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the amount claimed for cleaning the rental unit, which was \$750.30.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the door that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the amount claimed for repairing the door, which was \$150.00.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant replaced the sink in the bathroom with a sink of inferior quality. I therefore find that the Landlord is entitled to compensation for the amount claimed for replacing the sink, which was \$157.49.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant repair the damaged walls. I therefore find that the Landlord is entitled to compensation for the amount claimed for repairing the walls, which was \$183.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,340.79, which includes \$1,240.79 in damage and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$1,340.79. In the event that the Tenant does not voluntarily 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.

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 08, 2016

Residential Tenancy Branch