



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for repairs to the rental unit, and to recover the filing fee for this proceeding. Only the landlord's agent attended.

Issues(s) to be Decided

Is the Landlord entitled to compensation for repairs and if so, how much?

Background and Evidence

The landlord's agent AL testified that the tenant was sent the dispute package by registered mail on June 17, 2016 but that the tenant failed to retrieve it. I therefore find that the tenant was deemed to have received the documents by June 22, 2016 and therefore that the tenant has been sufficiently served in accordance with the Act.

Based upon the evidence of AL I find that this month-to-month tenancy started on February 1, 2014 and ended on July 6, 2016 when the tenant moved out. Rent was \$ 1,001.98 per month payable in advance on the 1st day of each month. The tenant paid a security and pet deposit of \$ 950.00 at the beginning of the tenancy and they were returned to the tenant on July 18, 2016.

AL testified that unauthorized renovations were made to the unit including: changing the locks, painting the walls in dark colours, replacing the bathtub shower surround improperly, and replacing the flooring in the living room, bath room and bed room. As a result of an incomplete and improper bath room modification a water leak was caused in the unit which the landlord repaired costing \$ 522.38.

The landlord had to change the locks costing \$ 144.00.

The landlord was required to replace the shower surround which was incorrectly installed and the wrong size and repaint the unit at a cost of \$ 2,592.50.

The landlord had to replace the improperly and incompletely installed flooring at a cost

of \$ 3,741.60.

The landlord abandoned the additional claim for \$ 3,000.00 for unforeseen damage. The total claimed is \$ 7,000.48 plus the filing fee of \$ 100.00.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant 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 and is liable to compensate the landlord for failure to do so.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord are beyond wear and tear and are reasonably incurred as necessary repairs caused by the tenant or persons permitted at the unit by the tenant. I find that the landlord has proven a claim totalling \$ 7,000.48. As the landlord has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$ 100.00 filing fee for this proceeding. The landlord will receive a Monetary Order for the balance owing of \$ 7,100.48.

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 7,000.48 in respect of this claim plus the sum of \$ 100.00 in respect of the filing fee for a total of \$ 7,100.48. I grant the landlord a Monetary Order in the amount of \$ 7,100.48 and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed the balance of the landlord's 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: December 12, 2016

Residential Tenancy Branch