



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 by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord, who is a public housing body. The Landlord applied for a Monetary Order for damage to the rental unit and to recover the filing fee from the Tenant.

An agent for the Landlord appeared for the hearing and provided affirmed testimony as well as documentary evidence in advance of the hearing. There was no appearance for the Tenant during the 16 minute hearing. As a result, I turned my mind to the service of the documents by the Landlord.

The Landlord’s agent testified that the Tenant was served a copy of the Application and the Hearing Package by registered mail to the rental unit on October 5, 2016 as the tenancy is ongoing. The Landlord provided the Canada Post tracking number and the tracking history for the documents into evidence. This shows the Tenant received and signed for the documents on October 14, 2016. Based on the undisputed evidence before me, I accept the Tenant was served with the required documents for this hearing pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for damage caused by the Tenant?

Background and Evidence

The Landlord’s agent testified that this tenancy started on October 1, 2015 on a month to month basis. The Tenant’s rent contribution, which is based on her income, is \$595.00 payable on the first day of each month. The Tenant was not requested to pay a security deposit and the tenancy is ongoing.

The Landlord's agent testified that in June 2016, the Tenant parked her car in a non-parking zone adjacent to the garbage area which then continued to block access for the garbage disposal company. As a result, the garbage disposal company was unable to collect the garbage and had to return on another day, for which the Landlord was charged \$35.82.

The Landlord's agent explained that the Tenant was sent a letter for payment with the invoice of which the Tenant has only paid \$30.00, with a balance of \$5.82.

The Landlords' agent testified that during an inspection of the rental unit on April 26, 2016, they saw that the Tenant had covered the fence enclosing the rear garden of the rental property with graffiti. The Tenant was given a deadline of June 2, 2016 to have the graffiti cleaned and removed but it was not. As a result, the Landlord had to pay a company who charged \$1,155.20 to remove it. The Landlord now seeks to recover \$1,100.00 (minus the GST) from the Tenant.

The Landlord explained the Tenant was in a small amount of rental arrears for April 2017 and asked for this amount to be added to the monetary claim. However, I declined this request as the Landlord had not amended the Application pursuant to the process outlined in the Residential Tenancy Branch Rules of Procedure and put the Tenant on notice of this. However, the Tenant is cautioned that the Landlord may end the tenancy for any unpaid rent with a formal notice to end tenancy.

Analysis

Section 32(3) of the Act states that 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.

In this case, I accept the undisputed evidence of the Landlord's agent that the Tenant caused graffiti damage to the rental property. Despite being given a chance to remedy this, the Landlord incurred the cost for the Tenant's failure to do so.

I also accept the Landlord's evidence that the Tenant has not paid the outstanding charge for illegally parking her vehicle at the rental property where she was prohibited from doing so and I award this amount to the Landlord. As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$100.00 filing fee for the cost of this Application. Therefore the total amount awarded to the Landlord is \$1,205.82

The Landlord is issued with a Monetary Order for this amount. This Order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenant fails to make full payment.

Copies of the order are attached to the Landlord's copy of this Decision and the Tenant may be held liable for any enforcement costs incurred by the Landlord.

Conclusion

The Landlord has proved the Tenant caused damage to the rental unit. Therefore, the Landlord is issued with a Monetary Order for the amount of \$1,205.82. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 03, 2017

Residential Tenancy Branch