



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MND, MNR, MNSD, 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 to the rental unit, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on January 19, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on June 13, 2017 were sent to the forwarding address provided by the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these 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, to compensation for unpaid rent, and to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on September 01, 2006;
- the tenancy ended on January 31, 2017;
- at the end of the tenancy the rent was \$605.11;
- rent was due by the first day of each month;
- rent was not paid for January of 2017;
- the Landlord applied a credit balance of \$17.05 to rent for January of 2017;
- on September 01, 2006 the Tenant paid a security deposit of \$237.50;
- on December 29, 2016 a forwarding address for the Tenant was delivered to the Landlord's business office.

The Landlord is seeking compensation for rent for January of 2017, in the amount of \$588.06, which reflects the credit balance of \$17.05 that was applied to rent for that month.

The Landlord is seeking compensation, in the amount of \$3,281.25, for painting the rental unit. The Agent for the Landlord stated that the rental unit needed to be painted because people smoked in the rental unit. She stated that the unit had not been painted since the tenancy began in 2006.

The Landlord is seeking compensation, in the amount of \$183.38, for replacing the glass in the front door of the rental unit. The Agent for the Landlord stated that the Tenant's daughter informed the Landlord that the glass was broken by the Tenant's grandson. The Landlord submitted a copy of an invoice for this repair.

The Landlord is seeking compensation, in the amount of \$71.90, for re-keying the lock to the rental unit. The Agent for the Landlord stated that the Tenant's daughter asked the Landlord to re-key the locks to prevent the by the Tenant's grandson from entering the unit. The Landlord submitted a copy of an invoice for re-keying the lock.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant still owes \$588.06 in rent for January of 2017.

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 repair the walls that were damaged due to people smoking in the unit.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of interior paint is four years. The evidence shows that the rental unit had not been painted over ten years before the tenancy ended. I therefore find that the paint in the unit had fully depreciated by the time this tenancy ended and that the Landlord is not entitled to compensation for the cost of painting.

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 glass that was broken by her grandson. I therefore find that the Landlord is entitled to compensation of \$183.38 for replacing the glass.

On the basis of the undisputed evidence I find that the Landlord re-keyed the rental unit on behalf of the Tenant. I therefore find that the Landlord is entitled to compensation of \$71.90 for re-keying the unit.

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 \$943.34, which includes \$588.06 in unpaid rent; \$183.38 for repairing glass, \$71.90 for re-keying the unit, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the

Tenant's security deposit of \$237.50 plus interest of \$7.60 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$698.24. In the event 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 *Act*.

Dated: July 04, 2017

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Residential Tenancy Branch