



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage pursuant to section 67;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. The tenant acknowledged receipt of the landlord's application for dispute resolution including the evidence on file.

Issues

Is the landlord entitled to a monetary award for compensation for damage?

Background & Evidence

The tenancy for this residential house began July 1, 2016. Prior to this there was a tenancy agreement in place with the tenant M.S. only which began on September 1, 2014. The monthly rent was \$1450.00 and the tenant M.S. paid a security deposit of \$700.00 at the start of the original tenancy which the landlord continues to hold. The tenancy ended on August 30, 2017.

The landlord is claiming \$2220.42 in damages. The landlord testified that on March 23, 2017, the tenant e-mailed the landlord advising that he had "messed up and damaged some stuff at the house". The tenant apologized and promised to pay for the damage. The landlord submitted a quote for the damage dated April 21, 2017 and testified that she has not received any payment from the tenant as promised. The landlord testified that the actual amount paid to the contractor exceeded the submitted quote but she is

only seeking the amount quoted. The actual work to repair the damage was just recently completed. The landlord testified there was damage to the walls, bathroom and bedroom doors were kicked in as well as damage to the front door.

The tenant does not deny causing the alleged damage aside from the front door which he argues was pre-existing. The tenant argues the landlords performed the repair work themselves and are seeking to profit from a quote from a certified tradesman.

In reply, the landlord testified that they did not do any of the work themselves and it was all done by the contractor.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

The onus is on the landlord to establish the claim put forward. Based on the evidence presented, I find the tenant did cause some damage to the rental unit as acknowledged by the tenant. However, I find the landlord provided insufficient evidence of the damage caused and the actual loss for repairing the damage. The landlord only submitted a quote for the damage dated April 21, 2017 and did not provide any supporting evidence such as an invoice or proof of payment after the repair work was completed. In the absence of this evidence, I am unable to conclude the landlord did in fact have the work completed by the contractor as per the submitted quote. Further, the landlord did not dispute the tenant's testimony that the damage to the front door was pre-existing. The landlord did not provide any evidence such as pictures or evidence of the condition of the front door before and after the tenancy. I note that the quote submitted by the landlord included replacement of the front door.

As all the repair work, including the front door replacement, was lumped together on one quote, and an actual invoice or proof of loss was not provided, it is difficult to quantify the exact loss suffered by the landlord. Therefore, I find it is appropriate to award the landlord the nominal amount of **\$700.00** and not the amount claimed as per the submitted quote.

As the landlord was not fully successful in this application, I find that the landlord is not entitled to recover the filing fee paid for this application.

The landlord continues to hold a security deposit in the amount of \$700.00. The landlord is permitted to retain the security deposit in full satisfaction of the monetary award.

Conclusion

The landlord is awarded \$700.00, the full amount of which may be retained from the security deposit in full satisfaction of this claim.

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: October 24, 2017

Residential Tenancy Branch