



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNR, MND

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenants. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on July 14, 2017. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord, I find the tenants were deemed served notice of this proceeding on July 19, 2017, pursuant to section 90 of the *Act*. Therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent, damages and losses as a result of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on December 1, 2010 and ended on June 15, 2017. The tenants were obligated to pay \$1050.00 per

month in rent in advance and at the outset of the tenancy the tenants paid a \$250.00 security deposit. The landlord testified that the tenants left the unit extremely dirty and damaged the walls far beyond normal wear and tear. The landlord testified that the tenants did not replace burnt out light bulbs and damage a window screen. The landlord testified that the tenants final rent cheque for the month of June “bounced” and is seeking that. The landlord testified that the unit required complete repainting.

The landlord is applying for the following:

1.	Unpaid Rent June 2017	\$1050.00
2.	Carpet and Suite cleaning	682.50
3.	Drywall Repair	420.00
4.	Lightbulbs	20.15
5.	Window Screen	22.40
6.	Painting	1200.00
7.	Filing Fee	100.00
8.		
9.		
	Total	\$3495.05

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord provided extensive documentation such as photos and receipts along with their undisputed testimony to prove their claim. I am satisfied that the landlord is entitled to the claim as made, save and except for the painting. Residential Tenancy Policy Guideline 40 addresses the “useful life” of building elements and lists paint at four years. The paint in the unit was at least 7 years old and therefore it is reasonable for the

landlord to expect to paint it after that amount of time as it has exceeded its "useful life". Based on the above the claim for \$1200.00 painting is dismissed.

The landlord is entitled to the recovery of the \$100.00 filing fee. The landlord is also entitled to retain the security deposit in partial satisfaction of the claim.

Conclusion

In summary, the landlord has been successful in the following claims:

1.	Unpaid Rent June 2017	\$1050.00
2.	Carpet and Suite cleaning	682.50
3.	Drywall Repair	420.00
4.	Lightbulbs	20.15
5.	Window Screen	22.40
6.	Filing Fee	100.00
7.	Minus Security Deposit	-250.00
8.		
9.		
	Total	\$2045.05

I grant the landlord an order under section 67 for the balance due of \$2045.05. This order may be filed in the 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: January 04, 2018

Residential Tenancy Branch