



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROOPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed October 4, 2017, wherein the Landlord sought monetary compensation from the Tenant in the amount of \$1,920.00 for unpaid rent and damage to the rental unit as well as recovery of the filing fee. The Landlord also sought an Order that they be permitted to retain the Tenant's security deposit towards the amounts claimed.

The hearing was conducted by teleconference at 1:00 p.m. on May 3, 2018. Only the Landlord's representative, K.B., called into the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:13 p.m. in order to enable the Tenant to call in. Further, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant failed to call into the hearing, service of the Landlord's hearing package was considered. K.B. testified that they served the Tenant with the Notice of Hearing and the Application on October 11, 2017 by registered mail. A copy of the registered mail tracking number is provided on the unpublished cover page of this my Decision. K.B. confirmed that the package was signed for on October 12, 2017. I therefore find the Tenant was served as of October 12, 2017 and I proceeded with the hearing in their absence.

At the outset of the hearing K.B. confirmed that the Tenant had paid the outstanding rent.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation for damage to the rental unit?
2. What should happen with the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

The tenancy began January 1, 2014. Monthly rent was payable in the amount of \$1,175.00 at the time the tenancy ended. The Landlord stated that they hold the sum of \$550.00 as a security deposit.

The Tenant gave notice to end the tenancy on September 11, 2017, with a purported effective date of September 30, 2017. K.B. stated that the Tenant vacated the rental unit on September 20, 2017.

In the within hearing the Landlord sought \$400.00 for painting of the rental unit and \$345.00 for the cost to repair floor damage caused by the Tenant.

K.B. confirmed that the rental unit was painted when the tenancy began in 2014. K.B. further stated that the walls were damaged such that the rental unit required painting when the tenancy ended; including, large scratches and dents in the bedroom and the stairwell as well as to the right of the sink.

K.B. stated that there were also large scratches in the vinyl flooring in the dining room/living room area. The Landlord therefore sought the sum of \$345.00 for compensation to repair the flooring.

Introduced in evidence was a copy of the Move Out Condition Inspection Report confirming the above damage and amounts claimed by the Landlord.

The Landlord also claimed recovery of the \$100.00 filing fee.

Analysis

After consideration of the testimony and evidence before me, and on a balance of probabilities I find the following.

The full text of the *Residential Tenancy Act*, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy and reads as follows:

- 37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.
- (2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
 - (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Section 21 of the *Residential Tenancy Regulation* provides that a condition inspection report is evidence of the condition of the rental at the time the report is completed. Based on the Landlord's agent's testimony as well as the report, I find the Tenant breached her obligations under section 37 of the *Act* by failing to repair the wall and floor damage to the rental unit. I therefore award the Landlord the amounts claimed.

As the Landlord has been successful in their claim, I also award the Landlord recovery of the \$100.00 filing fee.

Conclusion

The Landlord is granted monetary compensation in the amount of **\$845.00** calculated as follows:

Cost to repair walls and repaint	\$400.00
Cost to repair damage to flooring	\$345.00
Filing fee	\$100.00
TOTAL AWARDED	\$845.00

I grant the Landlord authority pursuant to sections 38 and 72 to retain the Tenant's \$550.00 security deposit towards the amounts awarded and I grant them a Monetary Order for the balance due in the amount of **\$295.00**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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: May 03, 2018

Residential Tenancy Branch