



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 8, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the rental unit.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she hired a company to personally serve the Tenant on October 17, 2017. A proof of service document was provided. The Landlord stated that she included the Notice of Hearing along with supporting documentary evidence all in the same package. I find the Tenant received the package on this day.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?

Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for each of the items. There were 17 items in total, as follows:

1. \$256.48 – The Landlord replaced door on storage shed because the Tenant put holes in the door and damaged it beyond repair. The Landlord provided photos before move in, and after move out.
2. \$100.00 – The Landlord is seeking to recover the cost of the filing fee.
3. \$102.12 – The Landlord had to replace a shower head which was missing after the tenancy ended and also had to buy cleaning supplies to clean up the mess

left. The Landlord stated that the rental unit was incredibly dirty. Photos of the mess were provided into evidence.

4. \$169.98 – The Landlord had to replace the air conditioning unit that was installed in the living room window. The Landlord stated that the Tenant acknowledged he broke it and said he would replace it but he never did before he left.
5. \$8.80 – Dump fees the Landlord incurred to dispose of all the garbage the Tenant left behind.
6. \$19.22 – The Landlord had to change the keys on the lock for the rental unit because the Tenant never returned the keys when he moved out.
7. \$148.05 – The Landlord is seeking to recover the fee from her last hearing where she had to pay someone to serve the Tenant.
8. \$5.99 – The Landlord had to replace a dryer vent that the Tenant broke during the tenancy. The Landlord provided photos of this item.
9. \$44.24 – The Landlord had to replace a shelf that was broken inside the fridge. A photo of this was provided.
10. \$36.62 – The Landlord tried to clean the 4 element pans on the stove but they were so charred from the Tenant's use that she had to replace them. The stove was brand new before the Tenant moved in.
11. \$19.77 – The Landlord had to buy materials to repair a crack in the tub surround and re-caulk the tub due to the buildup of mould left behind by the Tenant. Receipt and photos provided.
12. \$105.00 – The Landlord had to have the carpets professionally steam cleaned because the Tenant left many stains all over them. The Landlord provided photos into evidence (before and after).
13. \$14.73 – The Landlord had to replace a couple of hinges on a cupboard door in the kitchen because the Tenant broke them. There are photos from before and after in evidence.
14. \$125.00 – The Landlord is looking to recover the cost she incurred to serve the Tenant for this hearing.
15. \$700.00 – The Landlord stated that the Tenant left the rental unit in such a mess, that it took a total of 70 hours over the course of a couple of weeks to clean up, collect refuse, steam clean the carpets, make repairs, and make trips to the dump. The Landlord provided photos of the mess and is looking for \$10.00 an hour in compensation.
16. and 17. \$12.81 and \$14.33 – The Landlord is looking to recover the cost she incurred to send registered mail.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are very reasonable considering the multitude of issues left behind. I award all of the items listed above except for Canada Post mailing costs, and the costs she incurred to have the Tenant served with documentation (item 7, 14, 16, and 17).

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to a monetary order in the amount of \$1,582.95.

Conclusion

The Landlord is granted a monetary order in the amount of **\$1,582.95**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 9, 2018

Residential Tenancy Branch