



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding 0930162 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated September 14, 2017 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- a monetary order for unpaid rent or utilities;
- an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by S.G., an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

As this matter was adjourned at the hearing on April 12, 2018, a new Notice of a Dispute Resolution Hearing was sent to the parties directly by the Residential Tenancy Branch.

On behalf of the Landlord, S.G. confirmed the documentary evidence package to be relied upon was served on each of the Tenants by registered mail on May 18, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenants are deemed to have received the evidence package on May 23, 2018.

S.G. was provided with a full 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

1. Is the Landlord entitled to a monetary order for damage to the rental unit?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to retain all or part of the security deposit or pet damage deposit?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed that a fixed-term tenancy began on June 1, 2017, and ended by agreement on August 31, 2017. Rent in the amount of \$1,450.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$725.00 and a "utility deposit" of \$150.00, which the Landlord holds.

The Landlord's monetary claim was set out on a Monetary Order Worksheet, dated September 21, 2017. First, the Landlord claimed \$2,031.83 to repair an electrical panel in the entry to the rental unit that was damaged by S.L. S.G. testified that it appeared someone had reached into the electrical panel, grabbed components, and pulled them out. A photographic image of the damaged electrical panel and an invoice for the repair were submitted in support.

Second, the Landlord claimed \$787.50 for door repairs. S.G. testified that doors in the rental unit were damaged by the Tenants, as depicted in two photographic images submitted into evidence. The Landlord also submitted a copy of the tradesperson's quote for the repairs. However, S.G. testified that he did the work because of the lengthy wait to have the repairs completed by the tradesperson. S.G. testified that he did the repairs in about 10 hours. S.G. referred to two receipts for materials that totalled \$65.37.

Third, the Landlord claimed \$105.00, which was the amount paid by the Landlord to have a tradesperson attend the rental unit and provide a quote to have the doors repaired. On behalf of the Landlord, S.G. testified that there is a shortage of tradespeople to do small jobs and that this kind of fee is not uncommon.

Fourth, the Landlord claimed \$300.00 for drywall repairs around the electrical panel. A receipt for \$315.00 was submitted in support.

Fifth, the Landlord claimed \$200.00 for drywall repairs in the hallway. According to S.G., S.L. caused the damage by punching the wall. A photographic image was submitted in support. A receipt for drywall repairs and painting throughout the rental unit was provided in support. S.G. submitted that \$200.00 is reasonable for the damage caused.

Sixth, the Landlord claimed \$186.60 for electricity usage from June 1 – August 31, 2017, the duration of the tenancy. The tenancy agreement provided by the Landlord confirmed the Tenants were responsible to pay 2/3 of the electricity usage. S.G. referred to two summaries showing usage for the term of the tenancy and the calculation of the amount due but unpaid by the Tenants.

The Landlord also sought to recover the filing fee paid to make the Application.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

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 for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$2,031.83 to repair the electrical panel, I find it is more likely than not that S.L. caused the damage, resulting in a repair cost to the Landlord. I find the Landlord is entitled to an award in the amount of \$2,031.83.

With respect to the Landlord's claim for \$787.50 to repair doors in the rental unit, I find this expense was not incurred. However, I accept the evidence of S.G., who testified that the damage was caused by the Tenants. I also accept that S.G. spent 10 hours repairing the doors, and that the Landlord incurred costs associated with purchasing materials to complete the repairs. Accordingly, I grant the Landlord the nominal sum of \$350.00 for the door repairs.

With respect to the Landlord's claim for \$105.00 to obtain a quote for the door repairs, I find that this expense flowed from the damage caused by the Tenants. A landlord should not be disadvantaged because of difficulty in obtaining a tradesperson to perform required work. I note the overall amount being awarded to the Landlord for door repairs remains less than the amount quoted to perform the repairs. I find the Landlord is entitled to a monetary award of \$105.00.

With respect to the Landlord's claim for \$500.00 for drywall repairs, I find it is more likely than not that the damage that gave rise to the repairs was caused by the Tenants, and that the Landlord incurred expenses associated with repairing the damage. I find the Landlord is entitled to a monetary award of \$500.00.

With respect to the Landlord's claim for \$186.60 for electricity expenses, the Landlord's evidence was supported by the tenancy agreement, usage date, and a calculation of the amount due. I find the Landlord is entitled to a monetary award of \$186.60.

Having been successful, I also grant the Landlord a monetary award of \$100.00 in recovery of the filing fee, and I order that the deposits be retained by the Landlord in partial satisfaction of the Landlord's claims.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,398.43, which has been calculated as follows:

Claim	Allowed
Repair electrical panel:	\$2,031.83
Door repairs:	\$350.00
Quote fee:	\$105.00
Drywall repairs:	\$500.00
Electrical usage:	\$186.60
Filing fee:	\$100.00
<i>LESS</i> deposits held:	(\$875.00)
TOTAL:	\$2,398.43

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,398.43. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 14, 2018

Residential Tenancy Branch