



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on September 21, 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 sent the Notice of Hearing, application, and evidence to the Tenant by registered mail to the Tenant's forwarding address on February 23, 2018. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with this package the fifth day after it was mailed.

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 stated that the Tenant moved out and left the rental unit in a state of disrepair and full of garbage. The Landlord is seeking to recover the costs to restore the rental unit and does not hold a security deposit. The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the following items. There were 8 items in total, as follows:

1. \$25.25 – The Landlord had to clean out the fridge, and dispose of the items left behind by the Tenant.
2. \$17.26 – The Landlord had to replace missing window screens which the Tenant lost.
3. \$92.26 & \$48.57 & \$40.00 – The Landlord had to replace, install, and paint a door, which was heavily damaged by the Tenant. The three amounts listed here are for the purchase, install and painting of the door. The Landlord stated this door was in fine condition at the start of the tenancy.
4. \$800.00 – The Landlord had to do significant drywall repairs to patch holes the Tenant caused during the tenancy.
5. \$350.00 & \$433.00 – These two amounts are for debris removal and disposal fees. The Landlord stated that the Tenant left behind a house full of garbage, which the Landlord had to deal with, and dispose of.

**TOTAL: \$1,807.34**

### 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 reasonable considering the multitude of issues left behind. I award all of the items listed above, in full.

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

their 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 \$1,907.34.

### Conclusion

The Landlord is granted a monetary order in the amount of **\$1,907.34**, 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: September 24, 2018

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Residential Tenancy Branch