



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

Dispute Codes

MNDC FF

DECISION

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 27, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act; and,
- to recover the cost of the filing fee.

The Landlord (agent of) attended the hearing. The Tenant did not attend the hearing. The Landlord stated that she sent the Tenant a copy of the Notice of Hearing and evidence by registered mail on June 20, 2019. The Landlord provided proof of service into evidence. Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on June 25, 2019, the fifth day after their mailing.

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 a monetary order for damage to the unit and for damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified that the Tenant moved out of the rental unit on August 31, 2018. The Landlord stated that the Tenant left the unit without doing any cleaning. The Landlord also stated that the Tenant did not show up for the move-out inspection, and when it was conducted, it was noted that the Tenant did damage to the walls, and some doors. The Landlord does not hold a security deposit.

The Landlord is seeking the following items, as per the monetary order worksheet. These items are reflected in the photos and the condition inspection reports:

1) \$410.63 – Cleaning

The Landlord provided photos showing the mess left behind by the Tenant. The kitchen and bathroom were both dirty, appliances were dirty, and it was obvious that no cleaning had been done. The Landlord stated it took 17 hours to clean the 3 bedroom unit, but they only charged the Tenant for 11 of these hours. A receipt for this expense was provided into evidence.

2) \$300.00 – Door Replacement

The Landlord provided photos showing two different doors that were broken. One door was for the bedroom and another was downstairs. The Landlord stated that these doors were not like this before the Tenant moved in. The Landlord provided an invoice showing the amount they paid to have someone supply and install these two interior doors.

3) \$298.64 – Drywall Repair

The Landlord provided photos showing that when the Tenant moved out there were an excessive number of nail holes and also large holes in the drywall that had been poorly patched by the Tenant. The Landlord stated that the small holes needed to be filled, and the larger holes needed to be re-done. The Landlord provided an invoice showing that it took 8 hours to fix these holes. The Landlord stated they are not asking for painting costs, just the above amount for damage to the drywall.

The Landlord stated that the Tenant had a positive balance on her account of \$15.00, so they would like to reduce her debt by this amount.

Analysis

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/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 Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on all of the above, the evidence (move out inspection, photos, and invoices) and the undisputed testimony provided at the hearing, I find the Landlord has sufficiently demonstrated that the Tenant is responsible for all of the items listed on her worksheet, and as laid out above. I award the Landlord the full amount of her claim. I find the estimates, invoices, and amounts are all reasonable, given the damage and mess left behind. Also, as requested, I have reduced the Landlord's claim by \$15.00 because the Tenant left a positive balance owing when she vacated. I award \$994.27.

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 \$1,094.27.

Conclusion

The Landlord is granted a monetary order in the amount of \$1,094.27, 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 27, 2019

Residential Tenancy Branch