



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

On June 25, 2019, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

J.S. attended hearing as an agent for the Landlord; however, the Tenant did not make an appearance during the 15-minute hearing. J.S. provided a solemn affirmation.

She advised that she served the Notice of Hearing and evidence package to the Tenant by registered mail on July 2, 2019 (the registered mail tracking number is on the first page of this decision). The tracking history indicated that this package was signed for on July 5, 2019. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Landlord’s Notice of Hearing and evidence package.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony

of the parties, not all details of the respective submissions and/or arguments are reproduced here.

J.S. advised that the tenancy started on April 27, 2016 and the tenancy ended when the Tenant gave up vacant possession of the rental unit on or around September 30, 2018. She stated that rent was established at \$426.00 per month, due on the first day of each month. A security deposit was not paid.

She submitted that a move-in inspection report was conducted with the Tenant on April 28, 2016 and this signed report was submitted as documentary evidence. She advised that the Tenant did not participate in a move-out inspection report even though a Notice of Final Opportunity was posted to her door on September 30, 2018. The Landlord conducted a move-out inspection on October 11, 2018 without the Tenant and this report was submitted as documentary evidence.

She advised that the Landlord was originally seeking compensation in the amount of \$420.00 for the cost to clean the rental unit; however, based on her assessment, J.S. stated that the Landlord would only be seeking compensation in the amount of **\$210.00**. She stated that the Tenant left the window ledges dirty, that the stove top was not cleaned, and that the whole rental unit required general cleaning. She indicated that the deficiencies are marked on the move-out inspection report, she referenced pictures submitted as documentary evidence, and she cited the cleaning cost invoice to support this claim. The amount that the Landlord is seeking constitutes six hours of cleaning at \$35.00 per hour to return the rental unit to a re-rentable state.

She also advised that the Landlord was seeking compensation in the amount of **\$1700.00** for the cost to do drywall repairs and to re-paint the rental unit. She advised that the rental unit was last painted before the Tenant moved in and the entire unit required re-painting as there was damage and graffiti on the walls. She indicated that the deficiencies are marked on the move-out inspection report, she referenced pictures submitted as documentary evidence, and she cited the painting cost invoice to support this claim. The amount that the Landlord is seeking constitutes half the total painting bill, as well as \$200.00 for the cost to repair the drywall damage.

Finally, she advised that the Landlord was seeking compensation in the amount of **\$270.00** for the cost of rent arrears for September 2018 rent.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

With respect to the Landlord's claim for compensation, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred, and that it is up to the party claiming compensation to provide evidence to establish that compensation is warranted. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

Regarding the Landlord's claims, the first one I will address is the cost associated with cleaning the rental unit. J.S. has provided a copy of the inspection reports that represent the condition of the rental unit. Furthermore, the move-out inspection report clearly indicates that cleaning of the rental unit was required. Based on this undisputed evidence, the pictures, and J.S.' solemnly affirmed testimony with respect to the cost of the cleaning, I am satisfied that she has substantiated this claim. Consequently, I find that the Landlord should be granted a monetary award in the amount of **\$210.00** to satisfy this claim.

With respect to the Landlord's claim for the cost associated with drywall repair and painting, J.S. provided a copy of the inspection reports demonstrating the condition of the rental unit. Based on this undisputed evidence, the pictures, and J.S.' solemnly affirmed testimony with respect to the cost of drywall repair and painting, I am satisfied that she has substantiated this claim. As such, I find that J.S. established that the Landlord should be granted a monetary award in the amount of **\$1,700.00** to cover the cost of drywall repair and painting.

Finally, regarding the Landlord's claim for the cost associated with rent arrears, J.S. has provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice").

Based on this undisputed evidence and J.S.' solemnly affirmed testimony, I am satisfied that she has substantiated this claim. Ultimately, I find that the Landlord should be granted a monetary award in the amount of **\$270.00** to rectify this claim.

As the Landlord was successful in their claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Cleaning	\$210.00
Drywall repair and repainting	\$1,700.00
Rent for September 2018 arrears	\$270.00
Filing fee	\$100.00
TOTAL MONETARY AWARD	\$2,280.00

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$2,280.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: October 9, 2019

Residential Tenancy Branch