



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Code MND, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the "Act"), for a monetary order for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### **Issues to be Decided**

Are the landlords entitled to monetary compensation for damages?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

### **Background and Evidence**

The tenancy began in November 2018. Rent in the amount of \$900.00 was payable on the first of each month. The tenant paid a security deposit of \$450.00. The tenancy ended on December 25, 2019.

The landlords claim as follows:

a.	Damage to door/painting	\$445.89
b.	Cleaning	\$100.00
c.	Filing fee	\$100.00
	<b>Total claimed</b>	<b>\$645.89</b>

The landlords testified that the police attended the rental unit on December 24, 2019 as they had called the police as the tenant was uttering threats to kill them. The landlords stated that the tenant failed to comply with the instructions of the police and the police eventually broke down the door. The landlords stated that the tenant was arrested and charged under the criminal code. The landlords seek to recover the cost of the broken door and painting the door.

The landlords testified that the painting also included the ceiling and walls as the tenant was previously ordered to patch the holes they had made in the ceiling and walls. The landlords stated they had to paint the patches. I have noted the file number on the covering page of this decision.

The landlords testified that the police attended with the tenant on December 25, 2019, to remove the tenant's belonging. The landlords stated that the tenant did not clean the rental unit as it took them four hours to clean. The landlords seek to recover the cost of cleaning in the amount of \$100.00.

The tenant testified that the landlords made false allegation that they threatened to kill them. The tenant stated the police attended the premise. The tenant stated that they were going to open the door to the police; however, the police kicked the door in before they could do so.

The tenant testified that did not clean the rental unit as on December 25, 2019, the police attended with them and would only allow them to remove their belongings. The tenant stated they made the repairs required.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The tenancy ended on December 25, 2019. The tenant under a bail document was prohibited from going to the premise. The police attend the premise with the tenant to remove the tenant's personal belongings. The tenant was charged under the criminal code of Canada. Those charges are not for me to consider.

In this case, the door of the rental unit was broken because the tenant failed to comply with the instruction of the police. I find the tenant's action of refusing to comply with the instructions of the police was the sole reason the door was broken. I find the tenant's actions caused damage to the door. Further, I am satisfied that the landlords had to repaint the ceiling and the walls as the tenant was hanging blankets from them. I had ordered the tenant at a previous hearing to make the repairs. While I accept the tenant patched the holes, I find it was necessary to repaint the patches to have the ceiling and walls match the paint. Therefore, I grant the landlords the cost of repairs in the amount of **\$445.89**.

The tenant admitted they did not have time to clean the rental unit as the police were only there to oversee the removal of the tenant's personal property. However, the tenant could have sent someone to clean the rental unit. I find the tenant breached the Act, when they failed to leave the rental unit reasonably clean at the end of the tenancy. I find the amount the landlords claimed for four hours of work reasonable. Therefore, I find the landlords are entitled to recover **\$100.00**.

I find that the landlords have established a total monetary claim of **\$645.89** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the security deposit of **\$450.00** in partial satisfaction of the claim and I grant the landlords an order under section 67 of the Act for the balance due of **\$195.89**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlords are granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlords are granted a formal order for the balance due.

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: March 17, 2020

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Residential Tenancy Branch