



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 FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for a monetary order for damage to the unit, site or property and to recover the cost of the filing fee.

An agent for the landlord JS (agent) attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated November 19, 2019 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on November 21, 2019. A registered mail tracking number was submitted in evidence and has been included on the style of cause for ease of reference. According to the online tracking website information, the tenant signed for and accepted the registered mail package on November 23, 2019. Given the above, I find this application to be unopposed by the tenant as I find the tenant was duly served as of November 23, 2019, which was the date the registered mail package was signed for and accepted.

Preliminary and Procedural Matter

The agent confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will be mailed to the tenant by regular mail as the landlord did not have an email address for the tenant.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The tenancy agreement was submitted in evidence. A month to month tenancy began on February 25, 2013. According to the agent, an order of possession was already granted in 2018. There was no security deposit or pet damage deposit requested or paid.

The landlord's monetary claim of \$8,451.88 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning	\$700.00
2. Debris removal	\$850.00
3. Garbage bin rental and disposal	\$2,419.15
4. Replace window	\$2,135.02
5. Replace exterior door	\$1,552.48
6. Supply five doors	\$695.23
7. Filing fee	\$100.00
TOTAL	\$8,451.88

Regarding item 1, the landlord has claimed \$700.00 and submitted an accounting document indicating that amount charged for the significant cleaning required inside the rental unit. The photo evidence presented by the agent shows a rental unit in need of a significant amount of cleaning.

Regarding item 2, the landlord has claimed \$850.00 and submitted an accounting document indicating that amount charged for the significant garbage left behind inside and outside of the rental unit. The photo evidence presented by the agent shows significant garbage left inside and outside of the rental unit.

Regarding item 3, the landlord has claimed \$2,419.15 and submitted an accounting document indicating that amount charged for the need for the garbage bin and disposal.

The photo evidence presented by the agent shows a rental unit with an extreme amount of garbage inside and outside that would fill a large rental bin as pictured in the photos.

Regarding item 4, the landlord has claimed \$2,135.02 and submitted an accounting document indicating that amount charged to replace a broken window that the tenant stated was broken by the tenant or a guest of the tenant. The photo evidence presented by the agent shows the broken large front window being claimed.

Regarding item 5, the landlord has claimed \$1,552.48 for the cost to replace a damaged front exterior entry door. The agent referred to a photo, which showed the damaged exterior entry door and the accounting document, which shows the amount paid to replace this item. The agent also stated that the door would not lock properly, which prompted the need to replace the door due to the damage.

Regarding item 6, the landlord has claimed \$695.23 for the cost to replace 5 interior doors that were damaged. The landlord submitted an accounting document indicating that amount charged for this item. The photo evidence presented by the agent shows holes in the doors, which I will address further below.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. In addition, I find the damage in the photos such as a broken window, holes in doors, broken entry doors and the extreme volume of garbage inside and outside of the rental unit supports that the tenant either purposely damaged the items claimed or was negligent in their use and as a result, I will not apply Policy Guideline 40, Useful Lifespan of Building Elements to the items claimed. I find the tenant's negligence and/or purposely actions make them liable for the amount claimed and that the damage far exceeds normal wear and tear.

Therefore, based on the above, I find the landlord's application is fully successful in the amount of **\$8,451.88** as claimed, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's application is successful. I also find the tenant breached section 37 of the Act which requires the rental unit to be left in a reasonably clean condition and undamaged, less reasonable

wear and tear and I find the tenant damaged the rental unit either purposely or negligently. As a result, I grant the landlord a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$8,451.88**.

I caution the tenant to comply with section 37 of the Act in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the Act, in the amount owing of \$8,451.88. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to the landlord and sent by regular mail to the tenant. The monetary order will be emailed to the landlord only for service on the tenant.

The tenant has been cautioned to comply with section 37 of the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 27, 2020

Residential Tenancy Branch