



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE  
ASSOCIATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package via Canada Post Registered Mail on January 20, 2020. Both parties also confirmed the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on May 20, 2020. Both parties confirmed the tenant did not submit any documentary. Neither party raised any other service issues.

I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

The landlord clarified that he seeks an amended monetary claim lowered to \$1,669.80 and recovery of the filing fee of \$100.00 instead of the \$1,850.00 that was originally filed.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?  
Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2012 on a fixed term tenancy ending on October 31, 2012 as per the submitted copy of the signed tenancy agreement dated June 1, 2012. The monthly rent was \$1,300.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$450.00 was paid on June 1, 2012.

The landlord seeks a clarified monetary claim of \$1,669.80 which consists of:

\$700.00	Painting, Walls
\$125.00	Replace Front Door Lock
\$844.80	Replace 8 Bi-Fold Doors Missing
\$100.00	Filing Fee

The landlord stated that the tenant vacated the rental unit with the walls painted in an unapproved color. The landlord referenced section 14 of the signed tenancy agreement which states in part that the tenant... **Painting, papering or decorating the rental unit or residential property will be done only with the Landlord's prior written consent and with Landlord approved colours....**

The landlord claims at no time was permission requested by the tenant or given in written form to the tenant by the landlord. The landlord has calculated that the rental unit The tenant argued that she did have verbal permission from the landlord but was unable to provide any supporting evidence of this permission.

The landlord provided a copy of the complete invoice dated February 11, 2020 for \$3,255.00 which the landlord clarified was for the complete re-painting of all the walls in the rental unit. The landlord stated that the \$700.00 claim is based upon a quotation from the contracted painter had he only painted the walls painted by the tenant.

The landlord stated that an expense of \$125.00 was incurred to replace the front door lock on the rental unit. The landlord clarified that the tenant had replaced the lock without prior notification or written consent of the landlord. The landlord has submitted a copy of an invoice dated January 14, 2020 for \$224.01. The landlord seeks the depreciated value of \$125.00 as compensation to replace the lock installed by the

tenant. The tenant confirmed that she did replace the lock but that it was with the consent of landlord obtained 3 years ago. The tenant was unable to provide any evidence of notification or permission from the landlord to change the locks.

The landlord seeks compensation for replacing 8 missing bi-fold doors in the rental unit for \$844.80. The landlord stated that at the end of tenancy there were 8 missing bi-fold doors that were present at the start of the tenancy. The landlord clarified that the cost of replacing the 8 bi-fold doors total \$688.00 which the landlord has given a depreciated value of \$412.80 based upon a remaining lifespan of 12 years out of 20 years for each door. The landlord also seeks labour costs of 18 hours at \$24.00 per hour for installation. The landlord has submitted a copy of the invoice dated April 27, 2020 and the employee timesheet record for installation of the doors. The tenant disputed the landlord's claim stating that the doors were not missing. The tenant stated that during the tenancy she removed all 8 of the doors and had placed them somewhere in the underground garage approximately 4 years ago. The tenant stated that she was informed by the landlord's agent that the doors would be replaced by the landlord. The tenant also disputes the price for each door provided by the landlord but did not provide any details of basis of the price dispute. The tenant stated that she assumed that she was given permission by the landlord's agent to remove and dispose of the doors 4 years ago to facilitate the replacement of the doors by the landlord. The landlord argued that there are no records of the tenant seeking replacement of the doors nor is there a record of any notification by the landlord to replace them. The tenant was unable to provide any supporting evidence that she was given consent and the landlord notice to remove and dispose of the doors.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. In this case, the tenant painted the walls of the rental unit without prior notification or written approval of the landlord. The tenant also replaced the front door lock without prior notification or written approval of the landlord. The tenant removed 8 bi-fold doors without prior notification or approval of the landlord. I find that the landlord has established a claim for \$1,669.80. Although the tenant argued that verbal permission was granted, the signed tenancy agreement stipulates prior written consent and the tenant was unable to provide any supporting evidence of this claim.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$450.00 security deposit in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$1,319.80.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: June 08, 2020

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Residential Tenancy Branch