



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Locarno Legacy Corporation and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

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 4, 2020. 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,
- permission to retain the security deposit to offset money owed.

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 email on May 7, 2020. The Landlord stated she sent this to the email address she and the Tenant had used routinely during the tenancy. The Landlord stated that the Tenant never responded to the email with all the documents but it was sent to the address he always used to communicate with them during the tenancy (which only ended a couple months prior).

I find it important to note that the Residential Tenancy Branch has recognized the challenges and immense impacts that the COVID-19 pandemic has had on landlords and tenants. As such, the Government made some changes to assist landlords and tenants manage through COVID-19.

Service provisions are typically laid out in section 88, 89 and 90 of the Act. Some of these provisions have been modified and the Director has issued practice directives. I find it important to note that although email service is not currently allowed under the

Act, it was at the time the Landlord filed this application and sent her application package to the Tenant.

The following order made by the Director of the Residential Tenancy Branch was issued, and was in place at the time the Landlord served her application and evidence. It was as follows:

Emailed documents will be deemed received as follows:

- If the document is emailed to an email address and the person confirms receipt by way of return email, it is deemed received on the date receipt is confirmed;
- If the document is emailed to an email address, and the person responds to the email without identifying an issue with the transmission, viewing the document, or understanding of the document, it is deemed received on the date the person responds.
- If the document is emailed to an email address from an email address that has been routinely used for correspondence about tenancy matters, it is deemed received three days after it was emailed.

In this case, the Landlord sent the application package and evidence by email to the Tenant on May 7, 2020. At that time, it was an approved method of service. As noted above, I find the Tenant is deemed to have received the application, notice of hearing, and evidence on May 10, 2020. I note this was an address that was routinely used by the Landlord and the Tenant to communicate.

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 keep the security deposit to offset what is owed?
- 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 sometime towards the end of October 2019. The Landlord stated that they still hold a security deposit in the amount of \$580.00. The Landlord stated that the Tenant moved out of province without telling them sometime in October 2019. The Landlord stated that they still offered him chances to meet and do a move-out inspection. However, the Tenant stated he wanted to waive this option, as he was no longer in the province. The Landlord stated that they did the move-out inspection, in the Tenant's absence, on November 4, 2019, and completed the report that day.

The Landlord stated that the Tenant left the rental unit full of garbage, dirty, and in need of repair. The Landlord provided photos, receipts, invoices, and estimates to support her claim on each of the following items:

1) \$99.75 – Locksmith

The Landlord stated that during September 2019, when the Tenant was still residing in the unit, he called and reported that he had snapped his key off in the lock on his front door. The Landlord stated that they sent a locksmith at his request, and he failed to pay them for it. This invoice was provided for the above amount.

2) \$208.56 – Ceiling Painting

The Landlord provided photos showing burn marks/smoke stains in the ceiling of the rental unit. The Landlord stated that they tried to clean the dark marks off the ceiling with no success. As such, the Landlord employed the resident handyman to paint the affected areas. The Landlord stated this cost \$112.00 for the paint and took 4 hours of labour. The Landlord was unsure when the ceilings were last repainted but stated that they were only repainted because of the damage/staining. The Landlord provided receipts for paint costs.

3) \$60.00 – bathroom door frame repair

The Landlord stated that the Tenant damaged the upper trim on the bathroom door. The Landlord stated that the trim needed to be repaired and re-installed. The Landlord indicated this took at least 2 hours. The Landlord is seeking the cost of labour for this item, as there were minimal materials required to repair. The Landlord noted that this trim was in good shape before the Tenant moved in.

4) \$31.33 – Light Fixture in Bedroom

The Landlord stated that at the start of the tenancy, there was a light fixture present in the bedroom, but at the end it was missing. The Landlord provided a photo of the price tag at Home Depot, showing what this item cost. The Landlord replaced the light with a similar value light.

5) \$46.50 – Stove Elements

The Landlord stated that the stove was a complete mess when the Tenant left, and all 4 of the elements were missing. The Landlord provided a photo of the Home Depot price tag showing was each unit cost.

6) \$60.00 – Cleaning

The Landlord stated that they spent \$220.00 in cleaning (11 hours) after the Tenant moved out due to all the mess and debris he left behind. The Landlord provided photos of the dirt and garbage. The Landlord is only seeking \$60.00 for this item, as she was trying to be fair and lenient.

7) \$20.00 – Mail Key Replacement

The Landlord stated that the Tenant returned all of his keys, except his mail key. The Landlord stated that they had to go to the locksmith, have the key cut, and this amount is to cover the labour and costs to go to the locksmith. The Landlord stated that their actual cost was more than this if you consider time spent going to get the key cut.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in

significant disrepair, left behind lots of garbage and left a substantial mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are very reasonable considering the multitude of issues left behind. I award the above noted items, in full. I also note the Landlord reduced the amounts sought in order to be as reasonable and fair as possible.

Further, 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.

Also, pursuant to sections 72 of the Act, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$526.14
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$580.00)
TOTAL:	\$46.14

Conclusion

The Landlord is granted a monetary order in the amount of **\$46.14**, 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 08, 2020

Residential Tenancy Branch