



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNR, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67 and 38 of the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs, unpaid rent, unpaid utilities and a fine levied by the strata counsel. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on July 09 and August 07, 2020, to the address of the tenant's legal counsel. The tenant did not provide the landlord with a forwarding address. The landlord filed copies of the tracking slips and copies of the correspondence between the legal counsels of both parties. The tenant responded by filing evidence of her own.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs, unpaid rent, unpaid utilities and a fine levied by the strata counsel? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on June 01, 2019. The monthly rent was \$2,300.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,150.00. The tenancy ended on May 31, 2020. A move out inspection was conducted on May 31, 2020. The tenant did not provide the landlord with a forwarding address but provided the email address of his legal counsel, for future correspondence. Communication with the tenant's counsel started on April 15, 2020 which was prior to the end of tenancy.

The landlord submitted that the rental unit was brand new at the start of tenancy and was left at the end of tenancy in a condition that required touch ups of the walls and the flooring. The landlord filed photographs of the damage and a copy of the invoice for the repair. The invoice lacks some basic elements of a valid invoice. There is no address, serial number, business number or GST number on the invoice.

The landlord stated that the tenant was given a fine of \$200.00 by the strata counsel for the inappropriate disposal of garbage. The landlord provided a copy of the letter from the strata counsel indicating that the fine would be automatically paid from the landlord's bank account from which she made preauthorized payments to the strata.

The landlord filed proof of hydro bills which indicate that the tenant owes \$1.96 for the cost of hydro. The landlord stated that the tenant did not pay rent for the months of April and May 2020 and owes \$4,600.00. However, the landlord stated that she received a Government subsidy of \$1,000.00 on behalf of the tenant and therefore the tenant owes \$3,600.00 in unpaid rent.

The landlord is claiming the following:

1.	Repairs to walls and flooring	\$708.75
2.	Strata Fine	\$200.00
3.	Hydro	\$1.96
4.	Unpaid rent	\$3,600.00
	Total	<b>\$4,510.71</b>

### **Analysis**

Based on the undisputed testimony of the landlord and the photographs and invoices filed into evidence, I find that the at the end of tenancy, the rental unit sustained some dings in the walls and some scratches on the laminate flooring. Since the rental unit was new at the start of tenancy, I find that the damage was created by the tenant.

Residential Tenancy Policy Guideline #1 addresses **Landlord & Tenant – Responsibility for Residential Premises**. In part, this guideline provides as follows:

The tenant is not responsible for reasonable wear and tear to the rental unit. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

I must now determine whether the damage is a result of negligence or normal wear and tear. Based on the photographs, on the details of the work done as recorded in the invoice and on a balance of probabilities, I find that it is more likely than not that the minimal damage to the walls and floors was a result of normal wear and tear. Therefore, I find that the landlord is not entitled to her claim of \$708.75.

The tenant filed evidence to show that he had sent the landlord an e-transfer in the amount of \$1,951.96. The landlord denied having received it. In the absence of testimony from the tenant, I accept the landlord's testimony.

The landlord has filed adequate evidence to support the remainder of her claim and therefore I award the landlord as follows:

1.	Repairs to walls and flooring	\$0.00
2.	Strata Fine	\$200.00
3.	Hydro	\$1.96
4.	Unpaid rent	\$3,600.00
	Total	<b>\$3,801.96</b>

Overall, the landlord has established a claim of \$3,801.96. I order that the landlord retain the security deposit of \$1,150.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,651.96. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for the amount of **\$2,651.96**

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 19, 2020

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Residential Tenancy Branch