



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 663482 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

On August 1, 2020, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for unpaid rent and damage and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord and Tenants attended the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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 unpaid rent?
- Is the Landlord entitled to a monetary order for damage to the unit?

### Background and Evidence

The Landlord and Tenant testified that the tenancy began in March 2011 and ended on September 30, 2020. Rent in the amount of \$1,850.00 was due by the first day of each month. The Tenant paid the Landlord a security deposit of \$700.00.

### Loss of Rent \$3,150.00

The Landlord testified that the Tenant did not all the rent owing under the tenancy agreement from April to July 2020 and failed to pay any rent for August 2020.

- The Landlord testified that the Tenant only paid \$1,550.00 for April 2020 and \$1,550.00 for May 2020. The Landlord testified that the Tenant owes \$600.00 for these two months.
- The Landlord testified that the Tenant only paid \$1,500.00 for June 2020 and \$1800.00 for July 2020. The Landlord testified that the Tenant owes \$400.00 for these two months.
- The Landlord testified that the Tenant did not pay any rent for the month of August 2020. The Landlord testified that the Tenant owes \$1,850.00 for August 2020.

The Landlord stated that the Tenant believed that she would be able to receive a rent subsidy from the provincial government; however, she was not eligible.

In reply, the Tenant testified that she believes the Landlord owes her compensation for other matters during the tenancy. She testified that she has not applied for dispute resolution seeking compensation.

The Tenant testified that she determined that she was not eligible to receive the BC rent subsidy. She testified that she was having financial difficulties due to covid 19 and work. She testified that she did not pay the amounts of rent being claimed by the Landlord because of covid 19.

### Damage

The Landlord testified that the Tenant is responsible for damage done to four interior doors in the rental unit. The Landlord testified that the Tenant drilled holes in three of the doors to install deadbolts. The Landlord testified that the Tenant did not get permission prior to drilling the holes and installing the locks.

The Landlord testified that the cost to replace the doors is \$547.62. The Landlord has not replaced the doors and has not provided a copy of a quote for the cost to replace the doors. The Landlord testifies that the doors need to be replaced because it looks odd having deadbolts on bedroom and bathroom doors.

In reply, the Tenant testified that she fixed a French door prior to moving out of the rental unit. She testified that a flood remediation in the unit was going to take a number of months and she wanted to secure her possessions. She testified that she met with the Landlord on September 7, 2020 and discussed locking off rooms to keep her possessions safe. She testified that the Landlord agreed that she could install the locks as long as the doors were returned to their previous state.

The Tenant testified that when she moved out, she left the door hardware behind and the Landlord could have easily returned the doors to their previous state. She submitted that the Landlord's claim should not be permitted because he has not replaced the doors and has not provided a quote for his costs.

The Landlord testified that the Tenant had already drilled the doors out on September 7, 2020.

#### Security Deposit

The Landlord has applied to keep the \$700.00 security deposit towards his claims for unpaid rent and damage to the doors.

The Landlord testified that the Tenant failed to provide him with her forwarding address in writing despite him sending her emails asking for her address.

The Tenant testified that she called the Landlord but was not able to deal with him and provide him with her forwarding address.

#### Analysis

The party making a claim for compensation against another party bears the burden of proof. Section 7 of the Act provides that if a Landlord or Tenant does not comply with the Act, the regulations, or their tenancy agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results.

To be successful with a claim for compensation an applicant must prove:

1. That the other party breached the Act, regulation or tenancy agreement.
2. That the breach caused the party making the application to incur damages or loss as a result of the breach.
3. The value of the loss; and,

4. That the party making the claim took reasonable steps to minimize the damage or loss.

The Residential Tenancy Policy Guideline # 16 Claims in Damages provides:

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

*A party seeking compensation should present compelling evidence of the value of the damage or loss in question.*

*An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:*

*“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.*

Section 26 of the Act provides that a Tenant must pay rent when it is due under the tenancy agreement, whether or not the Landlord complies with this Act, the regulations or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

After considering the evidence of the Landlord and Tenant, and on balance of probabilities, I make the following findings:

Loss of Rent \$2,850.00

The Residential Tenancy Branch Policy Guideline # 52 COVID-19 Repayment Plans and Related Measures provides the following information:

*The C19 Tenancy Regulation provides that a landlord must give a tenant a repayment plan if the tenant has unpaid affected rent, unless a prior agreement has been entered into and has not been cancelled. **If the parties are no longer in a landlord-tenant relationship because the tenancy has ended, a repayment plan would not be required.***

***If the tenancy has ended and the landlord wants to pursue an amount of unpaid affected rent, the landlord does not have to give the tenant a repayment plan. The landlord may apply to the RTB for a monetary order.***

[my emphasis]

I find that the tenancy ended on September 30, 2020 and the Landlord is no longer required under the tenancy regulation to give the Tenant a repayment plan.

I find that the Tenant failed to pay the Landlord all the rent owing under their tenancy agreement. While the state of emergency declared on March 30, 2020 prevented evictions for nonpayment of rent, this does not mean that the Tenant is excused from paying the rent that is owing under the tenancy agreement.

I accept the Landlord's testimony that the Tenant failed to pay rent in the amount of \$2,850.00 for the period of April 2020 to August 2020. I grant the Landlord a monetary order in the amount of \$2,850.00.

### Damage

I find that the Tenant was responsible to leave the doors of the rental unit in the same state / condition as they were prior to drilling out the doors and installing deadbolts. I find that the Tenant failed to return the doors to their original condition and therefore she is responsible for those costs.

With respect to the Landlords claim, I find that the Landlord has not replaced the doors or performed the work to repair the doors and he has not provided sufficient evidence to prove the value of his loss. Since the Tenant is responsible for failing to return them to their previous state, but the value of the Landlords loss is not proven, I find it is appropriate to award the Landlord nominal damages of \$100.00.

### Security Deposit

I authorize the Landlord to keep the security deposit of \$700.00 towards the award for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with his application. I order the Tenant to repay the amount of \$100.00 for the cost of the application.

### Monetary Awards

The Landlord has established a monetary claim in the amount of \$3,050.00. After setting off the security deposit of \$700.00 against the award of \$3,050.00 I find that the Tenant owes the Landlord the balance of \$2,350.00.

I grant the Landlord a monetary order in the amount of \$2,350.00. The order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Landlord established a claim for unpaid rent; damage; and the filing fee in the amount of \$3,050.00. After setting off the security deposit of \$700.00 against the award of \$3,050.00 I find that the Tenant owes the Landlord the balance of \$2,350.00.

The Landlord is granted a monetary order in the amount of \$2,350.00

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: November 24, 2020

---

Residential Tenancy Branch