



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL

Introduction

This hearing was convened in response to an application by the Landlord for a monetary order for damages to the unit pursuant to section 67 of the *Residential Tenancy Act* (the “Act”).

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirmed service of their evidence to each other.

Issue(s) to be Decided

Is the Landlord entitled to the compensation claimed?

Background and Evidence

The tenancy started on April 4, 2009 and ended on either January 30 or February 1, 2020. The Landlord claims labour costs for making all the repairs to the damages left by the Tenant after the end of the tenancy.

The Landlord states that a previous Decision dated September 24, 2020 dealt with the damages to the unit however the Landlord had not included its claim for its labour costs for that proceeding. The Landlord states that it completed the labour a month after the end of the tenancy but did not amend its application as it did not know it could and did not call the Residential Tenancy Branch for assistance until it was too late to make the

amendment. The Landlord states that at the previous hearing the arbitrator asked why the Landlord did not include labour costs and mentioned that the Landlord could still make this claim. The Landlord states that claim is for its labour and includes its labour for the painting of the unit, to repair to drywall holes, to repairs to light and heat fixtures and repairs to fans. The Landlord states that it did not claim as many hours as it took. The Landlord states that the unit was last painted in 2015.

The Tenant's Agent states that her mother also occupied the unit and that the Agent would visit the unit as often as once a week. The Agent states that the Landlord did nothing to maintain the unit for 10 years. The Agent states that to the best of its knowledge the unit had not been painted during the tenancy. The Agent states that it was present for the move-out and that it has no recall of any holes other than picture hanging holes being left and that no fixtures or fans were removed or damaged by the Tenant. The Agent argues that the Landlord is attempting to place its own maintenance costs onto the Tenant.

The Landlord states that the Parties mutually conducted a move-in inspection with a completed report copied to the Tenant. The Landlord states that a copy of the report was only provided for the previous dispute. The Landlord states that no move-out inspection was offered as the Tenant moved out of the unit without informing the Landlord. The Landlord states that he found the unit unlocked with the front door open and the Tenant gone. The Landlord states that he did not have the Tenant's email address at the time and the Tenant's cell phone was not in service. The Landlord states that the inspection was conducted by the Landlord with a report completed however this report was not provided as evidence.

The Agent states that no move-in inspection was done. The Agent states that the Landlord was sent an email informing him of the move out. The Agent states that an occupant was still in the unit when they moved out. The Agent states that although the

Tenant had paid a security deposit of \$1,250.00 the Tenant had forfeited this to the Landlord.

The Landlord states that no security deposit was ever paid.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. I consider that the Landlord should have included its claim for labour costs with its previous claims for the damages to the unit. Nonetheless, given the Landlord's lack of supporting evidence of the damages to the unit to justify its labour costs being claimed, such as photos of the damage or copies of duly completed inspection reports, and given the Tenant's evidence that the Landlord's labour claims are not based on any damages caused by the Tenant, I find on a balance of probabilities that the Landlord has not substantiated its claim for compensation. I dismiss the application.

Conclusion

The application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 30, 2021

Residential Tenancy Branch