



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary claim of \$1,092.25 for damages to the unit, site or property, and for the recovery of the cost of the filing fee.

An agent for the landlord, LA (agent) attended the teleconference hearing. The hearing process was explained to the agent and the agent was given an opportunity to ask questions about the hearing process. Thereafter the agent gave affirmed testimony, was provided the opportunity to present the landlord's relevant evidence orally and in documentary form prior to the hearing and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated January 7, 2021 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on January 7, 2021. The registered mail tracking number has been included on the style of cause for ease of reference. The agent testified that the tenant provided their written forwarding address on June 7, 2020 and that was the address used by the agent to serve the tenant with the Notice of Hearing, application and documentary evidence. According to the Canada Post online registered mail tracking website, the tenant signed for and accepted the package on January 15, 2021. Therefore, I find the tenant was served with the Notice of Hearing, application and documentary evidence as of January 15, 2021. Consequently, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present as a result pursuant to Residential Tenancy Branch (RTB) Rules of Procedure (Rules) 7.1 and 7.3. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary and Procedural Matters

The agent was informed at the start of the hearing that recording of the dispute resolution is prohibited under RTB Rule 6.11. The agent was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the agent was informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The agent did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, the agent confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. As the agent was not aware of an email address for the tenant, the decision will be sent by regular mail to the tenant. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue to be Decided

- Is the landlord entitled to a monetary order under the Act?
- If yes, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on October 28, 2014. The tenant was not required to pay a security deposit or pet damage deposit during the tenancy.

The landlord's monetary claim of \$1,092.25 is comprised of damages to 3 interior doors, drywall repairs and GST on the damages for a total of \$992.25 plus the filing fee for a total of \$1,092.25.

The agent presented many colour photos which support that there were 3 interior doors damaged and that the damage was not consistent with reasonable wear and tear and were deliberately damaged by the tenant. In addition, the agent presented many colour photos showing many holes in the drywall, which did not appear to be reasonable wear and tear. Finally, the agent presented the invoice, which supports the amount claimed including \$47.25 in GST for a total of \$992.25 before the filing fee is applied.

Analysis

Based on the undisputed testimony of the agent and the undisputed documentary evidence before me, and on the balance of probabilities, I find the following.

I accept the undisputed testimony of the agent that the tenant deliberately damaged 3 interior doors and purposely put holes into the drywall in many locations. I find that such damage is not reasonable wear and tear and as I result, I do not apply any depreciated costs as I find the tenant purposely damaged the rental unit and is liable for call costs to repair the damage as a result under the Act. I find the tenant breached section 37(2)(a) of the Act, which states the tenant **must** leave the rental unit in reasonably clean condition and undamaged, except for reasonable wear and tear. I find that none of the damage represents reasonable wear and tear. Therefore, I find the landlord has met the burden of proof and I grant the landlord **\$992.25** as claimed, which matches the invoices submitted.

As the landlord's claim was successful, I grant the landlord **\$100.00** pursuant to section 72 of the Act for the filing fee. Therefore, I find the landlord has established a total monetary claim of \$1,092.25 as claimed. I grant the landlord a monetary order in the amount of **\$1,092.25** pursuant to section 67 of the Act.

I caution the tenant not to breach section 37(2)(a) of the Act in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order in the amount of \$1,092.25. The monetary order will be emailed to the landlord only for service on the tenant, if necessary. Should the landlord require enforcement of the monetary order, the order must be first served on the tenant with a demand for payment letter and then may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to the landlord and sent by regular mail to the tenant.

The monetary order will be emailed to the landlord for service on the tenant as necessary.

The tenant is cautioned not to breach section 37(2)(a) of the Act in the future.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 17, 2021

Residential Tenancy Branch