



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDCT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss.

The Tenant stated that on May 06, 2021 the Dispute Resolution Package was sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

Neither party submitted evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

### **Preliminary Matter**

The Landlord and the Tenant agree that the Tenant has filed a separate Application for Dispute Resolution, in which she applied for the return of her security/pet damage deposit. The parties were advised that a date has not yet been scheduled for that matter and that it will not be considered at these proceedings.

The parties were given the opportunity to reach a settlement agreement, which could have included the issue with the security/pet damage deposit, but they were not inclined to do so.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for drywall repairs?

Background and Evidence:

The Landlord and the Tenant agree that:

- The tenancy began on December 01, 2020;
- The tenancy ended within a few months;
- Monthly rent was \$1,600.00;
- The Tenant damaged the drywall in two locations during the tenancy;
- The Tenant hired “Joseph” to repair the drywall damage;
- The Tenant gave the Landlord’s telephone number to “Joseph”, who contacted the Landlord to arrange to repair the damage;
- After the rental unit had been vacated, “Joseph” repaired three holes in the wall plus a damaged doorframe.

The Landlord stated that:

- “Joseph” came to the rental unit approximately ten days after it had been vacated by the Tenant;
- he did not know “Joseph” prior to him being hired by the Tenant;
- when “Joseph” attend the rental unit to make repairs, he directed him to repair all of the damage caused by the Tenant during this tenancy, which included a third hole in the wall and the doorframe; and
- he told “Joseph” he would not be paying for the repairs.

The Tenant stated that:

- she did not make the third hole in the wall;
- she did not damage the doorframe;
- when she hired “Joseph” to repair the two holes in the wall, he did not provide her with a quote for those repairs;
- she did not meet “Joseph” at the rental unit when he made the repairs, as the tenancy had already ended; and
- she paid “Joseph” \$300.00 to make all of the repairs at the rental unit, including the repair to the third hole in the wall and the door frame.

Analysis:

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit, the tenant must leave the rental unit undamaged except for reasonable wear and tear. On the

basis of the undisputed evidence, I find that the Tenant damaged the wall in two locations during this tenancy, which she was obligated to repair. I find there is no evidence to corroborate the Landlord's testimony that she damaged the wall in a third location or that she damaged a doorframe, nor is there evidence to refute the Tenant's claim that she did not damage these areas. I therefore cannot conclude that the Tenant was obligated to repair the areas she does not acknowledge damaging.

Section 67 of the *Act* authorizes me to order a landlord to pay compensation to a tenant if the tenant suffers a loss as a result of the landlord not complying with the *Residential Tenancy Act (Act)*, the regulations or a tenancy agreement.

Even if I accepted the Tenant's testimony that she paid "Joseph" to repair damage in the rental unit she did not cause, I find that she has failed to establish that she suffered that loss as a result of the Landlord failing to comply with this *Act*, the regulations or a tenancy agreement. Rather, I find that she suffered that loss because she did not clearly communicate to "Joseph" that he was being hired to repair the wall in two locations.

In the event that "Joseph" made repairs that were not authorized by the Tenant, the Tenant should not have paid for those repairs. I find that the dispute over the \$300.00 payment is between "Joseph" and the Tenant. I find that the agreement between "Joseph" and the Tenant is an employment contract, over which I have no jurisdiction.

As the Tenant has failed to establish that she suffered a loss as a result of the Landlord failing to comply with the *Act*, I dismiss her application for \$300.00.

Conclusion:

The Application for Dispute Resolution is dismissed, without leave to reapply.

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: June 04, 2021

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Residential Tenancy Branch