



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vancouver
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: OPC, MN DL-S, FFL; Tenant: CNR

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a residential tenancy dispute.

The Landlord applied for:

- an order of possession, having issued a One Month Notice for Cause, dated July 2, 2021;
- compensation for damage caused by the Tenant, their pets or guests to the unit, site, or property, noting the Landlord holds a pet or security deposit; and
- the filing fee.

The Tenant applied for an order to cancel a 10 Day Notice to End Tenancy For Unpaid Rent, dated November 2, 2021.

The Landlord attended the hearing; the Tenant did not. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified they served the Tenant with the Notice of Dispute Resolution Proceeding (NDRP) and their evidence, which included video evidence, by registered mail on November 5, 2021. A Canada Post receipt, which included the date and time of service and a tracking number, was submitted in support. I find the Landlord served the NDRP and evidence on the Tenant in accordance with section 89 of the Act, and deem the documents received by the Tenant on November 10, 2021, pursuant to section 90 of the Act. However, the Landlord testified that the Tenant indicated they did not have a device with which to review the Landlord's video evidence, so the Landlord provided the Tenant with printed images from the videos on an unspecified date.

Preliminary Matter

As the Landlord had been granted an order of possession in a prior hearing, I dismissed the Tenant's application to dispute the 10 Day Notice, and the Landlord's application for an order of possession. The previous file number is provided on the cover page of this decision.

The hearing proceeded on the Landlord's application for compensation for damage, and for the filing fee.

Issues to be Decided

- 1) Is the Landlord entitled to compensation for damage caused by the Tenant, their pets or guests to the unit, site, or property?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord confirmed the following details regarding the tenancy. It began June 25, 2020 and ended on November 19, 2021. Rent was \$508.00, due on the first of the month; the Tenant paid a security deposit of \$330.50, which the Landlord still holds.

The Landlord's application stated that the Tenant's son damaged the wall in two separate areas of the lobby of the residence on June 30, 2021, by scribing racial slurs into the drywall. Also, a large hole in the drywall was found near a suite on an upper floor on the same day. The Tenant's son's actions were captured by video cameras in the building, and a police report was filed. On July 6, 2021, a letter was issued to the Tenant, advising him of his obligation to make repairs, pursuant to section 32(3) of the Act, but the Tenant had not made the repairs.

The Landlord testified the Tenant acknowledged that it was his son in the pictures captured from the videos of the damage being done to the residence.

The Landlord submitted as evidence photos of the damage, as well as demand letters sent to the Tenant. The first, dated July 6, 2021, describes the incidents and reminds the Tenant that, per section 32(3) of the Act, the Tenant must make repairs. A later letter, dated October 14, 2021 notes that the costs to make repairs to the upper floor were \$582.46 and the costs to repair the lobby were \$428.48, for a total of \$1,010.94.

The Landlord also submitted as evidence an itemized list in which the labour and material costs for the two repairs are broken down.

The Landlord testified that they attempted to speak with the Tenant, including on November 25, 26, and 29 of 2021, to ask the Tenant to pay for the repairs, but the Tenant refused to discuss the matter.

Analysis

Section 32(3) of the Act states that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I accept the Landlord's undisputed affirmed testimony and evidence that the Tenant's son caused damage to the building and that the Tenant did not made repairs and has not paid for the repairs which were done. I accept the Landlord's documentary evidence that the Tenant owes \$1,010.94 to repair the damage.

Section 67 of the Act and [Policy Guideline 16](#) provide that if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find the Landlord is entitled to compensation in the amount of \$1,010.94, the cost to repair the damage.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

I find the Landlord is entitled to a total monetary award of \$1,110.94, comprised of \$1,010.94 for repairs, and \$100.00 for the filing fee. In accordance with section 72 of the Act, I allow the Landlord to retain \$330.50 of the Tenant's security deposit in partial satisfaction of this monetary award.

I find the Landlord is entitled to a monetary order in the amount of \$780.44 for the remaining amount owed to the Landlord by the Tenant ($\$1,110.94 - \$330.50 = \$780.44$).

Conclusion

The Landlord's application is granted.

The Landlord is granted a monetary order in the amount of \$780.44. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: January 12, 2022

Residential Tenancy Branch