



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes MNDL FFL

Introduction

The landlords seek compensation under section 67 of the Residential Tenancy Act (“Act”). In addition, they seek recovery of the filing fee under section 72 of the Act.

A dispute resolution hearing was first convened on February 24, 2022. The matter was adjourned (for reasons set out in the Interim Decision) to June 7, 2022. Attending the hearing on this date were the landlords; the tenant did not attend.

The parties were affirmed, no service issues were raised, and Rule 6.11 of the Residential Tenancy Branch’s *Rules of Procedure* was explained to the parties.

It is noted that the landlords served their documentary evidence on the tenant on June 2 and that according to Canada Post the registered mail package (containing the documentary evidence) the tenant received the package on Friday, June 3, 2022. Internal residential tenancy branch notes indicate that a new notice of dispute resolution was emailed to all parties on February 24, 2022.

Issues

1. Are the landlords entitled to compensation?
2. Are the landlords entitled to recover the cost of the filing fee?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issues of this dispute, and to explain the decision, is reproduced below.

The tenancy began on August 7, 2020 and ended on July 1, 2021. Monthly rent was \$850. The tenant did not pay a security or pet damage deposit.

The landlords seek \$3,754.48 in compensation comprising \$3,675.00 for painting, \$16.78 for three light bulbs that were broken, and \$62.70 for a replacement toilet seat. While the landlords did not complete a condition inspection report at the start or end of the tenancy, they both testified under oath that the rental unit was in pristine condition at the start of the tenancy. The landlords further testified that the toilet seat was not broken at the start of the tenancy, nor were the light bulbs burned out at the start of the tenancy.

The landlord submitted photographs of the interior of the rental unit, a quote for the painting, along with price estimates to replace the toilet and the three light bulbs. The landlords estimated that the rental unit had likely last been painted in 2018 or 2019.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 7 of the Act states that if a party does not comply with the Act, that party must compensate the other for resulting damage or loss. Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act.

Section 37(2)(a) of the Act requires that a tenant “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear” when they vacate.

While the landlords did not complete a condition inspection report, their undisputed sworn testimony and evidence persuades me to find that the tenant caused the damage alleged to have occurred. But for the tenant’s breach of section 37(a) of the Act the landlords would not have suffered damages and monetary losses.

As noted, depreciation must be applied to the painting claim. [Residential Tenancy Policy Guideline 40. Useful Life of Building Elements](#), page 4, indicates that the useful life of interior painting is 4 years. The landlords could not say when the rental unit was last painted but estimated that it would have been in 2018 or 2019. As the tenancy ended in mid-2021 the remaining useful “life” of the interior paint would be about 2 years. As such, depreciation of 50% is applied to the amount claimed for the painting for a reduced claim of \$1,837.50.

Taking into consideration all the undisputed evidence before me, it is my finding that the landlord has proven their total claim for \$1,916.98.

Section 72 of the Act permits an arbitrator to order payment of a fee by one party to a dispute resolution proceeding to another party. Generally, when an applicant is successful in their application, the respondent is ordered to pay an amount equivalent to the applicant's filing fee. In this dispute, as the landlords were successful, the tenant is ordered to pay \$100.00 to the landlords to cover the cost of the filing fee.

Pursuant to sections 67 and 72 of the Act the tenant is hereby ordered to pay to the landlords \$2,016.98. A monetary order is issued in conjunction with this decision to the landlord; this order may be enforced in the Provincial Court of British Columbia.

Conclusion

The landlords' application is hereby **GRANTED**.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 7, 2022

Residential Tenancy Branch