



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, MNDCL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on January 5, 2022. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- a monetary order for the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy;
- a monetary order for compensation for monetary loss or other money owed; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on January 14, 2022. Canada Post registered mail receipts which included the date and time of purchase and showed the tracking number were submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on January 19, 2022.

The Landlord also testified that a subsequent evidence package was served on the Tenant by registered mail on July 27, 2022. Canada Post registered mail receipts which included the date and time of purchase and showed the tracking number were submitted in support. Pursuant to sections 88 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on August 1, 2022.

As noted above, the Tenant did not attend the hearing and did not submit any documentary evidence in response to the application.

The Landlord was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy?
3. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on October 14, 2019. The tenancy ended on or about October 31, 2021, pursuant to an order of possession dated October 22, 2021. During the tenancy, rent of \$1,600.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$800.00, although the Landlord holds only \$700.00 because an arbitrator in a previous decision permitted him to retain \$100.00 from the security deposit in satisfaction of a filing fee.

The Landlord's claims are set out on a Monetary Order Worksheet dated July 11, 2022.

The Landlord's claims are supported by a Condition Inspection Report. The Landlord testified that the move-in inspection took place on or about October 14, 2019. The Landlord testified that the move-out inspection took place on or about November 2, 2021, after the Tenant vacated.

The Landlord's claims are also supported by photographs depicting:

- Garbage and waste throughout the rental unit, including the kitchen, living room, and bathroom;
- Food left in the fridge and cupboards;
- A soiled stove top;
- Abandoned living room furniture and artwork;
- Damage and writing on walls and ceiling;
- Butter smeared on walls;
- Damaged and stained floors;
- Abandoned planters at the entrance to the rental unit;
- Dirt and staining on the deck;
- Oil stains on the driveway.

First, the Landlord claims \$500.85 for cleaning services. The Landlord testified the condition of the rental unit was so bad the Landlord did not know where to start. This aspect of the Landlord's claim was supported by the Condition Inspection Report, photographs, and a receipt dated November 4, 2021.

Second, the Landlord claims \$86.24 for the cost of a locksmith to rekey the door. The Landlord testified the Tenant did not return the keys at the end of the tenancy and that locks had to be rekeyed. This aspect of the Landlord's claim was supported by a receipt dated November 2, 2021.

Third, the Landlord claims \$12.27 for registered mail costs.

Fourth, the Landlord claims \$49.14 for paint. The Landlord testified that he had to paint most of the walls after the Tenant vacated the unit. The Landlord testified the Tenant damaged and wrote on the walls, and smeared butter on them before vacating. The Landlord testified that he first used some paint that was leftover after a renovation in 2019 but still had to purchase more. This aspect of the Landlord's claim was supported by photographs and an invoice dated November 17, 2021.

Fifth, the Landlord claims \$604.25 for a washing machine. The Landlord testified that the Tenant repeatedly loaded the washing machine unevenly, causing it to break during the tenancy. This aspect of Landlord's claim was supported by a receipt dated September 15, 2021.

Sixth, the Landlord claims \$78.69 for stove parts. The Landlord testified that parts of the stove were broken or missing. The heating element in the oven and one of the burners was broken. This aspect of the Landlord's claim was supported by photographs and receipts for a stove top and a heater coil dated November 21 and 22, respectively.

Seventh, the Landlord claims \$19.52 for filler and tape, used to repair holes and damage to the walls. This aspect of the Landlord's claim was supported by photographs a receipt dated November 16, 2021.

Eighth, the Landlord claims \$1,725.00 labour to repair the rental unit. This amount was calculated at a rate of \$25.00 per hour x 69 hours. In support, the Landlord submitted a hand-written summary of time spent from November 2 to December 7, 2021. The Landlord also submitted a quote for \$900.00 to paint the rental unit. The quote was submitted as a comparison to show the Landlord's time was reasonable.

Ninth, the Landlord claims \$39.38 for photographs used in support of the claim.

Tenth, the Landlord claims \$300.24 for unpaid utilities. The Landlord testified that utilities were shared equally between the upper and lower units. The Landlord also referred to the tenancy agreement which states that electricity was included in the Tenant's rent up to \$110.00 per month but that any excess use was to be paid by the Tenant. This aspect of the Landlord's claim was supported by BC Hydro receipts showing the amount of the calculation.

Eleventh, the Landlord claims \$2,400.00 for unpaid rent from December 1, 2021 to January 15, 2022, at which time the new Tenant moved into the rental unit. The Landlord testified that the unit was unrentable during this period.

Twelfth, the Landlord claims \$4,800.00 for unpaid rent for the months of September, October, and November 2021. The Landlord testified there were no rent payments made during that period.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$500.85 for cleaning services, I find the Landlord has established an entitlement to the amount claimed. The Landlord's claim was supported by the Condition Inspection Report, photographs depicting the condition of the rental unit at the end of the tenancy. A receipt dated November 4, 2021 confirms the value of the Landlord's loss. The Landlord is granted a monetary award of \$500.85.

With respect to the Landlord's claim for \$86.24 for the cost of a locksmith to rekey the door, I find the Landlord has established an entitlement to the amount claimed. I accept that the Tenant did not return the keys to the rental unit at the end of the tenancy, and that the receipt dated November 2, 2021 confirms the value of the Landlord's loss. The Landlord is granted a monetary award of \$86.24.

With respect to the Landlord's claim for \$12.27 for registered mail costs, I find these costs are not recoverable because other methods of service are available. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$49.14 for paint, I find the Landlord has established an entitlement to the amount claimed. The photographs submitted support the need to paint the rental unit after the Tenant vacated, and the invoice dated November 17, 2021 confirms the value of the Landlord's loss. The Landlord is granted a monetary award of \$49.14.

With respect to the Landlord's claim for \$604.25 for a washing machine, I find the Landlord has established an entitlement to the amount claimed. I accept the Landlord's evidence that the Tenant's misuse of the washing machine during the tenancy caused it to break, and that the receipt dated September 15, 2021 confirms the value of the Landlord's loss. The Landlord is granted a monetary award of \$604.25.

With respect to the Landlord's claim for \$78.69 for stove parts, I find the Landlord has established an entitlement to the amount claimed. I accept the Landlord's testimony that the elements for the stove were damaged by the Tenant during the tenancy, and that the receipts dated November 21 and 22, 2021 confirm the value of the Landlord's loss. The Landlord is granted a monetary award of \$78.69.

With respect to the Landlord's claim for \$19.52 for filler and tape, I find the Landlord has established an entitlement to the amount claimed. Based on the Landlord's testimony and the photographs submitted, I accept that the Tenant damaged the walls during the tenancy. I also accept that the receipt dated November 16, 2021 confirms the value of the Landlord's loss. The Landlord is granted a monetary award of \$19.52.

With respect to the Landlord's claim for \$1,725.00 to repair the rental unit, I find the Landlord has established an entitlement to the amount claimed. I accept the Landlord's hand-written summary of the time spent cleaning and repairing the rental unit, which I find is reasonable in the circumstances. The Landlord is granted a monetary award of \$1,725.00.

With respect to the Landlord's claim for \$39.38 for pictures taken in support of the claim, I find these expenses are not recoverable because there are other ways to provide evidence in support of an application. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$300.24 for unpaid utilities, I find the Landlord has established an entitlement to the amount claimed. I accept the Landlord's calculation of the outstanding BC Hydro costs, which were supported by the tenancy agreement and BC Hydro receipts. The Landlord is granted a monetary award of \$300.24.

With respect to the Landlord's claim for \$2,400.00 for unpaid rent, I find the Landlord has established an entitlement to the amount claimed. I accept that the rental unit could not be re-rented for six weeks from December 1, 2021 to January 15, 2022 due to the cleaning and repairs required after the Tenant vacated. The Landlord is granted a monetary award of \$2,400.00.

With respect to the Landlord's claim for \$4,800.00 for unpaid rent for the months of September, October, and November 2021, I find the Landlord has established an entitlement to the amount claimed. I accept the Landlord's testimony that no rent was paid during this period. The Landlord is granted a monetary award of \$4,800.00.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$10,663.93, which has been calculated as follows:

Claim	Allowed
Cleaning:	\$500.85
Locksmith:	\$86.24
Registered mail:	\$0
Paint:	\$49.14
Washing machine:	\$604.25
Stove parts:	\$78.69
Filler and tape:	\$19.52
Labour:	\$1,725.00
Pictures:	\$0
Utilities:	\$300.24
Lost rent from Dec. 1/21 to Jan. 15/22:	\$2,400.00
Unpaid rent from Sep. 1/21 to Nov. 30/21:	\$4,800.00
Filing fee:	\$100.00
TOTAL:	\$10,663.93

Conclusion

The Landlord is granted a monetary order in the amount of \$10,663.93. The 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: August 16, 2022

Residential Tenancy Branch