



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord attended and gave affirmed evidence that they served the Application for Dispute Resolution by registered mail and the tenant signed for receipt. I find the tenant is served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7 and 67 for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in December 1, 2013, that monthly rent was \$600 and a security deposit of \$300 was paid. This was a new studio apartment when the tenancy commenced.

The landlord said the tenant gave a one month notice to end her tenancy on February 29, 2016 to be effective March 30, 2016 and paid all her rent to date. The condition inspection report was done by the landlord on move-out for the tenant had vacated early and left the area. The landlord spent \$60 for cleaning and \$288.75 for painting and repairing scuffed and dented drywall in the unit. When asked to separate the painting cost from the repair cost, the landlord said they were usually charged \$50 a wall for repairing so this studio would likely cost \$200 to repair plus painting cost of \$88.75. The tenant did not attend and did not file any dispute to the claim of the landlord.

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, 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 as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

#### **Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this 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.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage to drywall and paint. I find the landlord entitled to recover \$200 cost to repair dents and scuffs in the wall. The Residential Policy Guidelines assign a useful life to elements in building premises to account for reasonable wear and tear. Paint is assigned a useful life of 4 years so I find the landlord entitled to recover \$36.98 for the 41% of useful life remaining in the paint that had to be redone (48 months -28 months living there =20 months of useful life left (41%) x \$88.75 for the paint).

I find the landlord also incurred cost of \$60 for cleaning for which the tenant is responsible pursuant to section 37(2). I find the landlord entitled to recover this cost. I find the landlord's evidence well supported by the invoices, photographs and condition inspection report.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Repairs to drywall	200.00
Cost of repainting as allowed	36.98
Cost of cleaning	60.00
Filing fee	100.00
Less security deposit (no interest 2013-16)	-300.00
<b>Total Monetary Order to Landlord</b>	<b>96.98</b>

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: September 09, 2016

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Residential Tenancy Branch