



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties each confirmed that no recording devices were being used by them for the hearing. The Tenant states that although they did not receive the Landlord’s evidence with the hearing package, they had received the same evidence at a prior dispute proceeding and referenced a previous decision dated February 7, 2022 (the “Previous Decision”).

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: the tenancy started on August 15, 2019 and ended on March 27, 2021. The Previous Decision dealt with the security deposit. During the tenancy the Tenant installed a pet entry in an exterior door of the unit without the knowledge or permission of the Landlord.

The Landlord states that no move-out inspection was conducted and that while the Landlord was moving into the unit on March 28 and 29, 2021 it was seen that the Tenant had made the pet entry. The Landlord states that one quote was obtained however the repairs were never done as the Landlord was waiting for the outcome of this dispute. The Landlord claims \$446.25.

The Tenant states that the Parties conducted a walk through at move-out and the door was not pointed out. The Tenant states that on April 13, 2021 they were informed that the Landlord was making a deduction from the security deposit for damage to the door. The Tenant states that they offered to return to the unit to make the repairs to remove the pet door but that the Landlord did not respond. The Landlord states that they did not want the Tenant to make the repairs as they wanted a qualified person to do the work.

Analysis

Section 32(3) of the Act provides 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. It is undisputed that the Landlord did not incur any of the costs claimed. Further it has been well over a year since the end of the tenancy leaving ample time to have made the repairs and I am not satisfied that such work will likely be carried out. The Landlord did not obtain more than one quote for repair costs and did not give the Tenant opportunity to make the repairs, although offered. For these reasons, I find that the Landlord has not substantiated the costs claimed. However, given the undisputed evidence that the Tenant had the pet door installed without the permission of the Landlord I find that the Landlord has substantiated a

nominal amount of **\$50.00** for this breach. As the Landlord's claim has met with minimal success, I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$50.00** for a total entitlement of **\$100.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: September 14, 2022

Residential Tenancy Branch