



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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A matter regarding AQUILINI PROPERTIES LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S FFL

Introduction

The landlord seeks compensation, including a claim for the application filing fee, pursuant to sections 67 and 72 of the *Residential Tenancy Act* (the "Act").

A hearing was convened by teleconference on Monday, November 14, 2022 at 1:30 PM. Two representatives for the landlord attended the hearing, while the tenant did not. The hearing ended at approximately 1:36 PM.

One of the representatives testified under oath that the tenant was served with the *Notice of Dispute Resolution Proceeding* by way of Canada Post registered mail on March 25, 2022. Based on this undisputed evidence it is my finding that the tenant was served the required documentation necessary for them to participate in the hearing.

Issue

Is the landlord entitled to compensation?

Background and Evidence

The tenancy began on October 29, 2020 and ended on February 28, 2022. Monthly rent was \$1,725.00 and the tenant paid a security deposit of \$862.50. A copy of the written tenancy agreement was in evidence. The landlord holds the security deposit in trust pending the outcome of this application.

The landlord seeks compensation in the amount of \$550.00 for costs related to painting and repairs to damaged walls, along with cleaning to the rental unit. The tenant did not leave the rental unit in a clean and undamaged state caused merely by reasonable wear and tear, and the landlord's evidence included photographs of the rental unit and a completed condition inspection report.

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. 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, the regulations, or a tenancy agreement.

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.

Taking into consideration all of the undisputed evidence, I find that the landlord has proven on a balance of probabilities that the tenant breached section 37(2)(a) of the Act, that the landlord would not have suffered a monetary loss but for the tenant’s breach, and that the amounts claimed are reasonable in the circumstances. The landlord is thus awarded \$550.00 along with an additional \$100.00 for the filing fee (section 72(1)).

Pursuant to section 38(4)(b) of the Act the landlord is authorized to retain \$650.00 of the tenant’s security deposit in satisfaction of the amount awarded. The balance of the security deposit (\$212.50) must be returned to the tenant within 15 days of today’s date.

Conclusion

The application is hereby granted.

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

Dated: November 14, 2022

Residential Tenancy Branch