



Policy Number: 09-003
Subject: Compensation for Damages to Rental Premises
Chapter: Application for Dispute Resolution

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| Legislation | s. 10.(1), statutory condition 2, s. 42, 47 |
| Definitions | N/A |
| Purpose | The purpose of this section is to outline the requirements for making a claim for compensation for physical damages caused to the rental premises. |
| Policy | <p>Requirements when Filing an Application for Damages</p> <p>When an Application for Dispute Resolution is filed with this Division, it is essential that the applicant provide enough details in the application so that the respondent may understand the claims being made against them and so that they may prepare an adequate response.</p> <p>In a claim for compensation for physical damages caused to the residential premises, the applicant must provide an itemized list of each damaged item for which they are seeking compensation, along with a precise indication of the remuneration they are seeking for that item. A worksheet is available on this website for applicants to use when making a damage claim.</p> <p>Requirements for the Hearing</p> <p>During a hearing in which the applicant is seeking an award in compensation for damages, the applicant must establish the costs of repairing or replacing the damaged items. If the damaged item has already been repaired or replaced, a receipt or invoice should be submitted into evidence. Where the item has not yet been replaced or repaired, an estimate from a reputable contractor, technician, etc., should be submitted. If the invoice or estimate is for the cost of more than one item, applicants should ensure that the individual cost of each item can be ascertained.</p> <p>The applicant is also required to establish that the claimed items were damaged and to establish the extent of the damage. This evidence may include photographs, videos, sworn affidavits or witness statements, etc. Furthermore, it must be established that the damage occurred during the course of the tenancy. Incoming and outgoing condition reports are helpful in making a determination here, as are time-stamped photographs.</p> |



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| | <p>Another key matter is that it must be established that the tenant caused the damage deliberately or that the damage arose out of the tenant's negligence. Damage which was unavoidable, unforeseeable, and was not caused by any action of the tenant—or any action of someone the tenant had permitted on the premises—is not the responsibility of the tenant, and the tenant cannot be held liable.</p> <p>Normal “wear-and-tear” will also be considered by an adjudicator. The condition of a floor, a paintjob, etc., will deteriorate over time as a result of normal use, and because of this normal use, a landlord is expected, at their own cost, to periodically replace flooring or to repaint the walls, etc., in a rental property.</p> <p>Finally, in making an award for damages, an adjudicator will apply a straight-line depreciation calculation in arriving at the appropriate award for a damaged item, based on an assessment of the remaining useful life left in that item. For example, if it is found that a tenant is responsible for the costs of replacing a floor, which had 5 years remaining in its 10-year lifespan, and if it is established that the landlord was charged \$1000.00 to have that floor replaced, the adjudicator would award the landlord \$500.00.</p> <p>$(\text{Cost of replacement/repair} \div \text{Total Years of Expected Lifespan}) \times \text{Years Remaining in Lifespan}$</p> <p>(Life expectancy of property is covered in section 09-005 of this manual).</p> <p>Where a landlord carried out any of the repair work themselves, they may make a claim for costs of personal labour. For each hour of personal labour exerted, a landlord may claim the current provincial minimum wage rate + \$8.00.</p> |
| Procedure Overview | <p>Where an Application for Dispute Resolution is filed in which the landlord is seeking compensation for damages, the Residential Tenancies Officer is to ensure that the landlord has included an itemized breakdown of the damages.</p> <p>At the hearing, the landlord should produce evidence showing:</p> <ul style="list-style-type: none">• the costs they had incurred to repair or replace any damaged items,• the condition of the property when the tenant moved in and when the tenant moved out, |



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| | <ul style="list-style-type: none">• the condition and age of the damaged item• that the damage was caused through a deliberate or negligent act on the part of the tenant• any repairs that have been carried out |
| Forms & Form Letters | Compensation for Damages Worksheet |
| X-Reference | Application for Dispute Resolution, sections 09-001 to 09-005 of this manual. |
| Policy Developed | September, 2000 |
| Last Revision | January, 2002 May, 2024 |
| Other Resources | N/A |