



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began in October 2007 and ended at the end of August 2009. At the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$800.00. The tenants were obligated to pay \$850.00 per month in rent. I address the landlord's claims and my findings around each as follows.

- [1] **August rent.** The landlord claims \$850.00 in unpaid rent for the month of August. The landlord testified that the tenants gave verbal notice that they were leaving and although they reside in the rental unit during the month of August, they did not pay rent for that month. The tenant acknowledged that they did not pay rent for the month of August. I find that the landlord is entitled to recover unpaid rent for the month of August and I award the landlord \$850.00.
- [2] **Gravel parking repair.** The landlord claims for the cost of replacing the gravel driveway at the rental unit. The landlord testified that the tenants' vehicle leaked oil



on the gravel driveway throughout the tenancy and that as a result, the gravel driveway had to be removed and replaced. The landlord testified that he spent 9 hours removing the gravel and affected underlying soil for which he claims \$405.00 which represents 9 hours of labour at a rate \$45.00 per hour. The landlord further testified that his truck was in use for 7 hours, either being loaded or driving to dispose of the gravel, and claims \$105.00 which represents \$15.00 for each hour of use. The landlord further testified that it cost him \$75.00 to purchase replacement gravel. The landlord did not provide any photographs of the damage or an invoice for the gravel purchase. The tenant acknowledged that their vehicle leaked oil on the gravel driveway and that some degree of compensation was appropriate, but challenged the amount claimed by the landlord. I accept that the driveway was damaged and required replacement. I accept that the landlord spent 9 hours of labour digging up the driveway, but I find the landlord's hourly labour charge to be excessive and find that \$25.00 per hour will adequately compensate him. I award the landlord \$225.00 for labour. As the landlord used his own truck, it is inappropriate to award an hourly rate for the truck. I award \$15.00 for the use and wear on the truck. I find the cost of gravel to be reasonable and I award the landlord \$75.00 for gravel. The total award for this claim is \$315.00.

- [3] **Survey post replacement.** The landlord claims \$195.00 as the cost of replacing a survey marker which he claims the tenants removed from its position and threw under the porch of the home. The landlord claimed that he had to pay a surveyor \$195.00 to replace the post. The landlord did not provide an invoice showing the cost of the survey. The tenants testified that the survey post was lying beside the house when they moved into the rental unit and that they threw it under the porch so their children wouldn't play with it. In order to establish his claim, the landlord must prove that the tenants removed the post. I find that the landlord has not proven that the tenants are the ones who removed the post and accordingly I dismiss the claim.



- [4] **Closet shelf and rod repair.** The landlord claims \$125.00 as the cost of repairing a shelf in the master bedroom closet and a rod for hanging clothes. The landlord testified that at the end of the tenancy the shelf was broken and the board had been torn down. The rod had to be replaced as well. The landlord did not keep track of the hours spent making the repairs and did not submit copies of the invoices for the materials he purchased. The tenant testified that the shelf extended over the length of 4 closet doors as did the rod, which was mounted on plastic holders. The tenant testified that they replaced the plastic holders with brass as they knew the plastic would not hold the weight of the rod, but that the rod could not withstand the weight of clothes when extended over such a length. The landlord testified that the rod had always had stainless steel holders. The landlord did not provide any photographs to give me the opportunity to examine the shelf and rod to determine what damage was caused. I am not satisfied that the shelf and rod were properly designed to hold the weight of what may be placed thereon and accordingly find that the landlord has not proven that the broken shelf and rod are the fault of the tenants. Accordingly I dismiss the claim.
- [5] **Carpet replacement.** The landlord claims \$325.00 as the cost of replacing carpets in the bedrooms of the rental unit. The landlord claimed that there was paint and gum in the carpets at the end of the tenancy. The tenant testified that there was no paint in the carpet and that she had no knowledge of gum on the carpet. The landlord did not provide photographs of the carpets or a professional estimate as to the cost of replacing the carpets. No condition inspection report was completed at the end of the tenancy and in the absence of an acknowledgement of the tenants that there was damage and in the further absence of corroborating evidence of damage, I find that the landlord has not proven that the carpets were damaged. The claim is dismissed.
- [6] **Window screen repair.** The landlord claims \$25.00 as the cost of repairing a window screen in one of the rooms which he claimed was damaged. The tenant denied that a screen was damaged. The landlord did not provide photographs of



the screen or invoices showing what he paid to repair the screen. In the absence of an acknowledgement of the tenants that the screen was damaged and in the further absence of corroborating evidence of damage, I find that the landlord has not proven that the screen was damaged. The claim is dismissed.

[7] **Drywall repair and light string replacement.** The landlord claims \$20.00 in compensation for the time he spent repairing holes in the walls and replacing a string which activated a light hanging under the stairs. The tenant testified that there were no holes in the walls other than from the pictures she hung up. The tenant acknowledged that the string activating the light broke during the tenancy. Again, the landlord did not provide photographs of the damage to the walls. The tenants are not responsible for anything which may be characterized as reasonable wear and tear. Without photographs, it is not possible to determine whether the alleged damage is reasonable wear and tear. While the tenant has acknowledged having broken the string, I find the cost of replacement to be so minimal that it does not warrant an award. The claim is dismissed.

[8] **Lock replacement.** The landlord claims the cost of replacing the locks in the rental unit, which was required because the tenants returned only one of the two sets of keys they had been given. The tenant testified that they were not given sets of keys, but were given 2 keys for the front door of the rental unit. They did not need keys to the door which led from the laundry room to the outside because they were able to access the laundry room from an inside door. The landlord insisted that the tenants returned one front door key and one laundry room key. The landlord must prove his claim on the balance of probabilities. I am unable to find that it is more likely than not that the tenants failed to return one set of keys or that they were given keys to the laundry room door and accordingly I dismiss this claim.

[9] **Housecleaning.** The landlord claims \$240.00 the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that it took 16 hours to clean the unit and seeks to charge \$15.00 per hour for cleaning. The tenant acknowledged that



she did not thoroughly clean the rental unit. The landlord produced a witness who testified that he saw the rental unit immediately after the tenants vacated and that the unit was in very poor condition and dirty. I accept that the unit required cleaning and I award the landlord \$240.00.

[10] **Eco-fridge repair.** The landlord claims \$45.00 as the cost of repairing what he called a natural refrigerator at the end of the tenancy. The landlord described the refrigerator as one which permitted air to come in the bottom and out the top. The landlord claimed that the tenant blocked the bottom air intake rendering the refrigerator inoperable and that a shelf in the refrigerator was broken. The landlord did not indicate how much time it took to repair the refrigerator and did not provide invoices for materials purchased to perform the repair. The tenant testified that the shelf in the eco-fridge cracked when the house settled. No photographs were provided to show the refrigerator and no evidence was submitted regarding its overall value. I accept that the shelf of the eco-fridge was cracked, but without evidence as to the value of the refrigerator or the cost of repair, I find that the landlord has not proven the quantum of his claim. The claim is dismissed.

[11] **Shed floor.** The landlord claims \$125.00 as the cost of cleaning and repainting the floor of a shed on the residential property. The landlord alleged that the floor of the shed was soaked with oil, grease and liquid which had leaked from garbage bags and required extensive cleaning and repainting. The tenant acknowledged that she kept garbage in the shed, but testified that the garbage was kept in cans and would not have soaked through to the floor. The landlord did not provide photographs of the alleged damage nor invoices showing materials that had to be purchased to perform the repairs. I find that the landlord has not proven that the tenants damaged the shed floor and accordingly dismiss the claim.

[12] **Lawn mowing.** The landlord claims \$30.00 as the cost of mowing the lawn at the end of the tenancy. The landlord testified that the lawn had not been cut at the end of the tenancy and that he hired someone to cut the lawn for \$30.00. The tenant testified that the lawn was cut two weeks prior to the time they vacated the unit. I



am satisfied that in the summer, when the tenancy ended, the lawn would have required cutting weekly or at least every other week. I find the amount claimed by the landlord to be reasonable and I award the landlord \$30.00.

[13] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

In summary, the landlord has been successful in the following claims:

August rent	\$ 850.00
Gravel parking repair	\$ 315.00
Housecleaning	\$ 240.00
Lawn mowing	\$ 30.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$1,485.00</b>

I find that the landlord has established a claim for \$1,485.00. I order that the landlord retain the \$800.00 security deposit and the \$15.06 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$669.94. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 22, 2010

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