



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and both tenants. The both tenants were present in the same room but called in on separate lines. The male tenant had difficulty with his connection and his line was cut off during the proceedings.

The tenants noted the landlord served a copy of an estimate for replacement flooring to a friend's address on August 11, 2011 and that the tenants themselves have not seen the estimate.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage and loss and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began on October 1, 2009 as a 1 year fixed term tenancy that converted to a month to month tenancy on October 1, 2010 for a monthly rent, at the end of the tenancy of \$855.00 due on the 1<sup>st</sup> of the month. A security deposit of \$415.00 and a pet damage deposit of \$300.00 were paid. Return of those deposits was dealt with in a separate hearing.

The parties agree to the damage as outlined in the move out Condition Inspection Report resulting from the tenant's dog. The tenants note that the landlord has claimed, in some cases, for additional work that is not reflective of the condition recorded in the Report. For example, the landlord has claimed for sweeping up dirt and dog hair and

cleaning up garbage from an overflowing can but these items are not stipulated in the Report.

The landlord's financial claim is broken down as follows:

Description	Amount
Labour (23 hours complete – 7 hours still required @ \$25.00 per hour)	\$750.00
Supplies - Door jam	\$14.00
Supplies - Door molding (28 ft @ \$1.30 per ft)	\$36.40
Supplies - Baseboard (8 ft @ \$1.70 per ft)	\$13.60
Supplies - Wood paste patch	\$5.00
Supplies - Drywall compound	\$5.00
Supplies - Paint pro-rated	\$20.00
Flooring (amount of claim is \$853.00 – estimate is \$861.28)	\$853.00
<b>Total</b>	<b>\$1697.00</b>

The tenants disagree with both the hourly rate and the number of hours claimed by the landlord for his labour relating to the repairs made. The tenants assert that 6 hours would be a reasonable timeframe for work required and that an hourly rate would be less than \$22.00 per hour.

The tenants assert that according to the Living in Canada website the salary for a carpenter is \$22.00 in 2007 and since the landlord is not a carpenter by trade he should not be entitled to this rate of pay for his labour.

The tenants also note the landlord has failed to submit receipts for any of the supplies he is claiming. The tenants state the estimate for flooring replacement does not include an actual measure as the quote states "Prices and Quantities are subject to site measure".

### Analysis

To be successful in a claim for damages or losses, the applicant must provide sufficient evidence to establish each of the following 4 points:

1. That a loss or damage exists;
2. That the loss or damage results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. The steps taken, if any, to mitigate that damage or loss.

Section 37 of the *Act* requires tenants who vacate a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

As the parties did not dispute the actual damage and repairs required I find the landlord has established that he has suffered a loss and damages and that the loss and damages result from a violation of Section 37 of the *Act*.

I accept the tenant's position that the landlord has failed to provide any supporting documentation as to the value of the items list above as Supplies and as such I find the landlord has failed to establish the value of this portion of his claim and I dismiss this portion of the landlord's Application.

In relation to the landlord's claim for labour, I find the landlord has included labour costs such as assessing damages shopping for supplies and organizing and cleaning his work area that are not labour costs associated with making the repairs themselves. I note the landlord has included labour costs for the flooring installation and yet the flooring estimate stipulates it includes installation.

I also accept the tenant's position that the landlord had not included anything in the Condition Inspection Report indicating the rental unit required cleaning and as such, I find the landlord has failed to establish this work was required. Based on the information provided in his breakdown, I find the landlord has established labour required to complete repairs at 8.5 hours.

As to the landlord's claim at \$25.00 per hour for his labour, I find that rate to be reasonable for the type of repairs required. Despite the tenant's position, I have no ability to authenticate the source of the information from the website provided and even if I were to accept the \$22.00 per hour rate I note that that information is from 2007 and not necessarily reflective of current rates.

Finally, in relation to the landlord's claim for repairs to the flooring, I note the tenants did not dispute the need for the replacement of the floor but rather they questioned whether an actual measurement was taken. I accept the landlord has obtained an estimate for work and products necessary to affect that repair and that the landlord has therefore established the value of this loss.

### Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,115.50** comprised of

\$1065.50 compensation for damage/loss and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: August 17, 2011.

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Residential Tenancy Branch