



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An order to be allowed to retain the security deposit; and
3. An order to recover the filing fee pursuant to Section 72.

Both parties appeared and were given full opportunity to be heard, to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

Whether the landlord is entitled to monetary order for compensation for damage and/or loss, whether the landlord may retain the security deposit and whether the landlord is entitled to recover the filing fee paid for this application.

Background and Findings

Monetary Order

Damages, Cleaning

The landlord submits that this tenancy began on December 1, 2004 and ended on August 1, 2011. The landlord holds a \$700.00 security deposit paid November 15, 2004.

The landlord says that the tenant caused extensive damage to the rental unit over the course of his tenancy. The landlord provided a list of items and repair estimates. The amount claimed initially was \$17,518.80, the landlord filed a further list of items totalling

\$27,573.40 however the landlord did not provide evidence that the tenant had been served with the new list of claims. In the original claim the landlord seeks:

Filing fee	50.00
Garbage Removal	268.80
Bed Bud Treatment	300.00
Broken Glass in kitchen	500.00
Carpets replaced	3,500.00
Replace 3 closet doors	750.00
Replace 1 laundry door	250.00
Replace 2 bedroom doors	500.00
Replace 3 bathroom doors	750.00
Wall patch up and touch ups	2,000.00
Lights Repaired and Replaced	300.00
Bathroom wall tiles repaired	500.00
Heater replacement	1,000.00
Kitchen Faucet Replacement	300.00
Kitchen Cabinets Replacement	3,000.00
2 smoke detectors replacement	100.00
Washer & Dryer Combination	1,350.00
Fridge	600.00
24" electrical stove	700.00
Hood Fan	200.00
Dishwasher	600.00
Total	17,518.80

The tenant testified that he agreed with some of the claims, for instance he agreed with garbage removal, carpet replacement, the wall paint, broken glass and he agrees that the closet doors came off the hinges because the closets were stuffed too full. The tenant says he agreed to pay repainting and carpet costs because he is a smoker, however he does not understand why the ceiling needed to be painted. Further he believes that some of the sums claimed are too high. The tenant submits further that many items could have been repaired not replaced. The tenant submitted that the doors only needed to be re-hung, appliances needed only minor repairs or reinstalling and that he had purchased the screws and bolts to make the installations but because he suffers from heart problems he was unable to complete the repairs. The tenant says the issue with the dishwasher is that did not drain properly and this has been the case for some time and the landlord has not made repairs. With respect to the fridge the tenant says the only damage to the fridge was a bent railing inside, the stove fan

needed to be screwed back in, the washer/dryer mounting hinges needed to be replaced and the heater faceplate needed to be put back in place. The tenant says he never used the oven.

With respect to wall damage the tenant says that he did fall into the walls and cause damage however the walls had already been weakened by previous water damage in the rental unit.

Analysis

The tenant has admitted to some of the claims. With respect to those claims, while he finds the sums unreasonable the landlord has provided written estimates and I find that the sums are consistent with common charges for such tasks, I will therefore allow the following sums:

Garbage Removal	268.80
Broken Glass in kitchen	500.00
Carpets replaced	3,500.00
Wall patch up and touch ups	2,000.00
Total	6,268.80

With respect to the balance of the items claimed:

Replace 3 closet doors	750.00
Replace 1 laundry door	250.00
Replace 2 bedroom doors	500.00
Replace 3 bathroom doors	750.00
Lights Repaired and Replaced	300.00
Bathroom wall tiles repaired	500.00
Heater replacement	1,000.00
Kitchen Faucet Replacement	300.00
Kitchen Cabinets Replacement	3,000.00
2 smoke detectors replacement	100.00
Washer & Dryer Combination	1,350.00
Fridge	600.00
24" electrical stove	700.00
Hood Fan	200.00
Dishwasher	600.00
Total	10,900.00

I find that the landlord has failed to bring sufficient evidence to show that these items needed to be replaced entirely. As the landlord has failed to supply sufficient evidence to allow me to make an educated guess as to the cost of repairs as opposed to completely replacing these items, I will allow a nominal sum of \$1,000.00 for repair to all of the above items.

Filing Fees

As the landlord has been partially successful in their claim I find that the landlord is entitled to recover the filing fees paid for this application.

As I have made a monetary award in favour of the landlord, I will allow the landlord to retain the security deposit and interest accrued in partial satisfaction of this award.

Calculation of total Monetary Award

Total repairs as described above	7,268.80
Filing Fees for the cost of this application	100.00
Less Security Deposit paid November 15, 2004	-724.78
Total Monetary Award	6,644.02

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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: November 15, 2011.

Residential Tenancy Branch