



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This is a request for a monetary order for \$2253.81, a request to retain the full security deposit/plus interest towards the claim, and a request for recovery of the \$50.00 filing fee.

### Issue(s) to be Decided

This is a request for a monetary order for \$2253.81 and a request to retain the full security deposit/plus interest towards the claim. The applicant is also requesting recovery of the \$50.00 filing fee.

### Background and Evidence

The applicants testified that:

- Because the rent was not paid on time he had three occasions where he was unable to pay his loan on time and was charged NSF fees of \$35.00 each time.
- A faucet handle is missing and a pair of pliers was clamped onto the faucet and therefore it had to be replaced.
- He also had to have many repairs done at the rental property including broken windows, broken faucet handle, patching holes, replace a door that had a hole in it and painted to match, sand a window frame that was covered in burns, and paint and finish it to match, paint stucco in the rear of the house that had graffiti all over it..
- He had to replace the thermostat cover as it was broken.

- The hall carpet was destroyed and had to be replaced. The carpet was six years old.
- The bathroom flooring was badly stained it had to be replaced. This flooring was very old, more than 10 years.
- The stove burners pans were badly damaged and had to be replaced in the oven was filthy.
- They had to patch walls and cover graffiti.

The applicants are therefore requesting an order as follows:

Bank charges due to late rent	\$105.00
Replace broken faucet	\$10.61
Materials for repairs and cleaning	\$77.94
Printing photo evidence	\$29.27
Contractors invoice for repairs	\$1340.64
Thermostat	\$31.35
Replace hallway carpet	\$259.00
Replace bathroom flooring	\$344.00
Clean stove and replaced burner covers	\$44.00
Patch walls and cover graffiti	\$12.00
Filing fee	\$50.00
Total	\$2303.81

The applicants further request an order to keep the full security deposit plus interest towards the claim and request that a monetary order be issued for the balance.

The respondent's testified that:

- They already paid the landlord for a bounced cheque, and also the Residential Tenancy Act only allows \$25.00 per NSF cheque.
- The faucet handles kept falling off but you can see by the photos that all the parts were there.
- The landlords charging them for a broken window that they fixed.

- They do not deny that some repairs needed to be done however they find the contracting company's quote to be extremely high for the amount of work that needed to be done. They also believe that they should not be charged for repairs to the front door as the door was not in good shape when they moved in.
- The thermostat was working fine when they lived in the rental unit and they do not know why it had to be replaced.
- They cleaned the hall carpet when they moved out and they believe that a lot of the damage was normal wear and tear for a seven-year-old carpet as they were in the rental unit for almost 7 years. Also a contractor hired by the landlord caused some damage to the carpet going in and out of the rental unit will doing repairs to the bathroom.
- The bathroom floor was extremely old and was not in good shape when they moved in and even the move in inspection report states that it was stained.
- The pans in the stove just rusted out under normal use and were not damaged by them but they do believe that they may have forgotten to clean the oven.
- There were a couple of holes in the drywall however they did not paint because the landlord was going to be repainting the unit anyway. They also believe the wall damage was just normal wear and tear for a seven-year tenancy.

In response to the tenant's testimony the landlord testified that:

- The NSF cheque that the tenant paid him for is separate from this claim this claim is for NSF charges he had to pay to his bank because his loan defaulted when the tenant did not deposit the rent on time.
- The faucet had to be replaced because the tenants stripped the faucet by using pliers on the handle instead of a proper knob.
- The tenant did help him replace the glass however he paid for the glass not the tenant.
- The quote from the contracting company is the quote that he got and that is what the contracting company would charge to repair the damages caused by the tenants. The door that had to be repaired had some weathering when the

tenants moved in however when they moved out you can see by the photos that it had numerous holes and staples in it, and had burns along the window ledge from cigarettes.

- The cover for the thermostat was there when the tenant moved but it was broken and therefore since you cannot just replace the cover he had to buy a whole new thermostat.
- The damage to the carpet was not caused by a contractor the carpet had numerous cigarette burns all over it.
- The bathroom flooring may have been stained when the tenants moved in however it was badly stained when they moved out and had felt pen marks all over it.
- He does not believe that the damage to the stove is normal wear and tear as his stove is much older and it does not have holes in the pans.
- This charge is for patching the walls where the tenants left holes.

### Analysis

#### Bank charges

I deny the landlords claim for Bank charges because even if the tenants rent is late being paid, it is not the tenant's responsibility to ensure that the landlord has enough money in his account to cover his loan payments.

#### Faucet

I allow the landlords claim for replacing a faucet because the faucet handle was stripped by the tenant's use of pliers and it did have to be replaced.

Amount allowed--\$10.61

#### Repair materials

I also allow the landlords claim for repair materials which include glass, a faucet handle and material to cover graffiti, as is my finding that these materials were required due to damage caused by the tenants.

Amount allowed--\$77.94

#### Photo printing

I deny the claim for photo printing for the photo evidence provided for the hearing as this is a cost of the dispute resolution process and I have no authority to award costs.

#### Contractor estimate for repairs

It is my finding that the tenants are liable for numerous repairs to the rental property however I am not willing to allow the amount claimed by the landlord. The landlord has only supplied one estimate for those repairs and therefore it's difficult for me to determine whether it is an accurate estimate of the costs required to repair the damages.

I therefore allow one half the amount claimed by the landlord.

Amount allowed-- \$670.32

#### Thermostat

I allow the landlords claim for replacing the damage thermostat because although the tenant claims their thermostat worked, it is obvious from the landlord's photos that the thermostat was damaged.

Amount allowed--\$31.35

#### Hallway carpet

It is my finding that the carpet was badly damaged by the tenants during the tenancy, however since this carpet is approximately 7 years old and carpets have a life

expectancy of approximately 10 years I will only allow 3/10 of the amount claimed for replacing the carpet.

Amount allowed--\$77.70

Bathroom flooring

I deny the full claim for bathroom flooring because this flooring was very old and since flooring has life expectancy of 10 years this flooring is completely depreciated and of no value.

Stove burners and cleaning

I deny the claim for stove burners as I am not convinced that this damage was not normal wear and tear, however I will allow the claim for cleaning the stove as the tenants admit they may have forgotten to clean it.

Amount allowed-- \$24.00

Patch wall

I allow the landlords claim for patching the wall is this is a reasonable amount to claim for the damages caused to the wall. I do not consider wall damage to be normal wear and tear.

Amount allowed--\$12.00

Filing fee

I also allow the landlords for discovery of the filing fee as he has established a significant claim against the tenants.

Amount allowed--\$50.00

Conclusion

I have allowed \$953.92 of the landlords claim and I therefore order that the landlord may retain the full security deposit plus interest of \$414.16 and I have issued a monetary order in the amount of \$539.76.

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: January 16, 2012.

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Residential Tenancy Branch