



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damages to the rental unit and for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. The Landlord gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified and submitted a mail receipt indicating he had served the Tenants by registered mail, sent on January 18, 2013. Under the Act, the Tenants were deemed served five days after mailing. I find the Tenants have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

The Landlord testified that he rented the house to the Tenants because he had to seek work in another Province. He informed the Tenants that the house was also for sale and that a realtor would be showing the property on occasion.

The Landlord testified that after the tenancy had started the realtor called him following a showing of the property to a potential purchaser. The realtor informed him that he would not be able show the property again as the Tenants had converted it into a “drug house”. The Landlord testified he was also informed by the realtor that he could no longer list the property with his company, as the realtor would have nothing to do with an illegal “drug house”.

The Landlord is alleging the Tenants used the rental unit to grow marijuana. The Landlord testified he had neighbours of the property complain to him about the high number of people who had moved into the rental unit and the cars that were coming and going at different hours of the day. The Landlord alleges the Tenants had seven people living there at one point in the tenancy.

The Landlord testified he became very concerned about his property, and afraid of the Tenants due to their activities at the property.

The Landlord came to an arrangement with the Tenants whereby he gave them a two month Notice to End Tenancy. The Landlord did not want to call the police because he did not want to lose value in the property by it being deemed a grow operation. The Tenants vacated under the two month Notice to End Tenancy.

According to the evidence of the Landlord, the Tenants later filed an Application against him for return of double the security deposit and for the one month of rent due under the two month Notice to End Tenancy. The Tenants were successful in this claim.

The Landlord is now claiming in this Application that he has incurred or will incur substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord claims as follows:

a.	Repair and replace hardwood floors	560.00
b.	Repair and replace window frames and casings	1,630.00
c.	Repair water damage to ceiling and floor in laundry	1,450.00
d.	Repair and replace drywall, framing, doors, electric boxes and switches in basement	3,865.00
e.	Removal of waste and garbage left behind	260.00
f.	Filing fee	100.00
	<b>Total claimed</b>	<b>\$7,861.00</b>

In evidence the Landlord has submitted invoices and written submissions, and photographs taken in and around the rental unit after the Tenants vacated.

The photographs depict a knob missing from a dryer; piles of household refuse, empty beer containers, and construction debris around the perimeter of the house (such as broken pieces of drywall and boards); several large, round, holes put through drywall to adjoining rooms then on to outside walls, approximately four or five inches across; damaged window frames and casings, some with cigarette burns melted into the vinyl frame, some warped by water leaking in from being open; broken window screens or screens with holes in them; water stains on the ceiling; hardwood floors with broken boards; and bent curtain rods.

The Landlord further testified that the Tenants apparently left cigarettes burning and resting on the window casings which burnt down and melted or burnt the window casings. The Landlord alleges the Tenants must have left some of these windows open and rain came into the house, as water has swollen the casings and dripped into the interior of the building down through the window frame and damaged the ceiling of the room below.

The Landlord alleges the Tenants also made similar burns on the kitchen and bathroom countertops.

The Landlord testified he had to repair water damaged insulation, drywalls and mould in the basement. Due to the water damage, mould and smell, the Landlord testified he had to replace the drywall, framing, electrical boxes and switches, and the cork floor. The Landlord further alleges that the Tenants must have been urinating on the laundry room floor, due to the smell and staining.

### Analysis

Based on the above, the undisputed testimony and evidence, and on a balance of probabilities, I find that the Tenants have breached section 37 of the Act, and the tenancy agreement, by failing to return the rental unit to the Landlord in a reasonably clean state, and undamaged except for reasonable wear and tear.

While I am unable to make any findings on whether or not this property was used for a grow operation, it is not necessary in any event, as I am satisfied that the Tenants caused significant damage to the property which they did not repair prior to vacating the property. It does not matter why the property was damaged by the Tenants. It was the

responsibility of the Tenants to repair any damage they or their guests made in the rental unit and to clean the property, prior to vacating. I find they failed to do these.

I make these findings on the undisputed testimony and the evidence of the Landlord. I found his testimony and evidence to be straightforward, truthful and compelling. There were no inconsistencies with his testimony or evidence which would cause me to doubt the veracity of this Landlord.

I find the Landlord has proven that the Tenants breached the Act and tenancy agreement, that these breaches have caused the Landlord to suffer losses, that the Landlord has proven the value of these losses, and that the Landlord took steps to minimize the losses.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Referencing policy guideline 40, which sets out the useful life of building elements, I have calculated the amounts of depreciation on the items claimed and made appropriate awards to compensate the Landlord, as follows:

	<b>Damages claimed by Landlord</b>	<b>Claimed amount</b>	<b>Age provided by the Landlord</b>	<b>Depreciated value awarded</b>
a.	Repair and replace hardwood floors	560.00	1 year	532.00
b.	Repair and replace window frames and casings	1,630.00	1 year	1,548.50
c.	Repair water damage to ceiling and floor in laundry	1,450.00	1 year	1,330.00
d.	Repair and replace drywall, framing, doors, electric boxes and switches in basement	3,865.00	2 years	3,478.50
e.	Removal of waste and garbage left behind	260.00	n/a	260.00
f.	Filing fee	100.00	n/a	100.00
	<b>Total claimed and awarded</b>	<b>\$7,861.00</b>		<b>\$7,249.00</b>

Therefore, I allow the Landlord **\$7,249.00** for these claims. I grant and issue the Landlord an order in this amount.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The Landlord has proven that the Tenants caused significant damage to the rental unit, beyond reasonable wear and tear, and that the Tenants failed to make repairs or remove the debris left at the end of the tenancy. The Landlord is granted a monetary order in the amount of \$7,249.00, representing the depreciated value of the items damaged by the Tenants.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 11, 2013

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Residential Tenancy Branch

