



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND

### 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 and a cross-application by the tenant for an order for the return of her security deposit. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the landlord entitled to a monetary order as claimed?  
Is the tenant entitled to the return of her security deposit?

### Background and Evidence

The parties agreed that the tenancy began on November 1, 2008 at which time the tenant paid an \$800.00 security deposit. They further agreed that the tenancy ended on or about March 8, 2013 at which time the parties walked through the rental unit together, after which the tenant provided the landlord with her forwarding address in writing.

The parties agreed that for part of the tenancy, the tenant's boyfriend, C.L., lived in the rental unit. The tenant testified that C.L. left the unit in July and did not live in the unit thereafter, although he retained possession of a garage door opener which he refused to return despite her request.

The parties agreed that C.L. broke a window during the tenancy, for which he took responsibility and reimbursed the landlord. They further agreed that on or about December 31, 2012, C.L. attempted to break into the rental unit, damaging the stucco beside the door. The landlord presented invoices showing that it cost him \$560.00 to repair the stucco and seeks to recover that cost from the tenant. The tenant took the

position that this was a criminal matter for which C.L. had been charged and the tenant should not be responsible for damage done during C.L.'s criminal activity.

The parties agreed that during the tenancy, the tenant's son damaged 2 interior doors in the unit. The landlord testified that he had to locate 2 doors which would match other doors in the unit, customize them to fit, install hardware and paint them. He estimated that it took approximately 2.5 hours of time per door. The landlord provided receipts showing that he spent \$94.55 for the blank doors, \$24.63 for a template to assist him in installing the hardware, \$66.48 for paint supplies and \$100.00 for labour which represents 5 hours at a rate of \$20.00 per hour for a total claim of \$285.66. The tenant testified that the landlord told her that the doors cost \$50.00 each and that he should therefore be limited to recovering that amount.

The landlord alleged that the tenant's dog damaged the weatherstripping on a door. The landlord stated that the weatherstripping was approximately 10 years old and claims \$36.34 as the cost of replacement. The tenant claimed that the landlord had previously lived in the unit and that his dog may have damaged the weatherstripping prior to her tenancy beginning.

The landlord claims the cost of \$10.61 for the cost of replacing keys and purchasing paint thinner to repair a railing in the unit. The tenant acknowledged that she lost the key to the rental unit and she did not comment on the claim for the cost of paint thinner.

The landlord testified that the garbage bin and recycling bin were filled to overflowing and that the tenant left items behind a fence in the yard. He further stated that he had to take the damaged doors to the dump and claims \$10.00 for dump fees as well as time for his labour and mileage. The tenant acknowledged that there was a lot of garbage left, but stated that the city's garbage collection would have taken the garbage and recycling on the next pickup day.

In addition to the 5 hours of labour involved with reinstalling the doors, the landlord seeks to recover compensation for an additional 7 hours of labour for cleaning, repairing the drywall, repairing a railing and locating a stucco contractor. He also claims an additional 12 hours of labour on the part of 2 people who volunteered their time to assist him in cleaning and repairing the rental unit. The tenant disputed the labour charges altogether.

Neither party applied to recover the filing fee paid to bring their claims.

### Analysis

I accept that the tenant did not cause the damage to the stucco and that at the time he caused the damage, C.L. had not been invited onto the property by the tenant and therefore, neither the tenant nor the landlord is responsible for the damage to the stucco. However, it is clear that if C.L. had not at one time had access to the rental unit as a resident, he would not have attempted to break into the unit. While the tenant does not bear the responsibility for C.L.'s actions, it was she and not the landlord who invited him at one time to live in the rental unit. There is no evidence that the tenant attempted to have C.L. added to the tenancy agreement during his residency, which would have given the landlord the ability to pursue C.L. directly for the damage he caused. While visiting liability on the tenant may seem unfair, it would be more unfair to hold the landlord responsible for the damage as he had no relationship whatsoever to C.L. I therefore award the landlord \$560.00 for the cost of stucco repair.

Because the tenant acknowledged that her son caused the damage to the doors in the rental unit, I find that she should be responsible for the full cost of replacement. I accept that the landlord told her that the doors cost \$50.00 each, but there is no evidence that the landlord told the tenant that the cost of the unfinished doors represented the full cost involved with replacing the doors or that she would not be responsible for preparation and installation costs. But there is no reason why the landlord should have to bear the cost of fitting and painting the doors and installing the hardware to use them. I award the landlord \$285.66.

I am not satisfied that the tenant's dog caused the damage to the weatherstripping and in any event, I find it likely that the weatherstripping was near the end of its useful life. I therefore dismiss this part of the landlord's claim.

As the tenant acknowledged that she lost a set of keys and as she did not dispute that a railing had to be repainted, I find that the landlord is entitled to recover the \$10.61 spent to replace the keys and purchase paint thinner and I award him that sum.

In the absence of photographic evidence proving that there was an excessive amount of garbage which had to be removed involving intensive labour by the landlord, I find that the landlord has failed to prove that there was garbage which had to be removed by him as opposed to being removed by city workers on the usual garbage pickup day. I find that the landlord had to take the damaged doors to the landfill and I award him \$17.80 for mileage and \$10.00 for the landfill fee for a total award of \$27.80. I dismiss the claim for additional labour as I find that the 5 hours of labour already awarded to be ample compensation which included the trip to the landfill.

As for the remaining charges for labour, I find that the landlord is not entitled to compensation for the labour of his volunteers as he did not pay them for their labour and therefore is not out-of-pocket for expenses. I dismiss the claim for compensation for volunteer labour.

I find that the claim for 7 hours of labour remaining after the 5 hours of door preparation and installation is removed is excessive. I find that the only additional monies that the landlord is entitled to are labour costs involved with repairing the drywall that the tenant acknowledged having damaged. I award the landlord 2 hours of labour for that repair for a total of \$40.00.

As the landlord has been substantially successful in his claim, I find that he is entitled to recover the \$50.00 filing fee paid to bring his application and I award him \$50.00.

### Conclusion

In conclusion, the landlord has been successful in the following claims. I order that the landlord retain the \$800.00 security deposit in partial satisfaction of the claim and

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| Stucco repair                          | \$560.00        |
| Door repair and installation           | \$285.66        |
| Key replacement and paint thinner      | \$10.61         |
| Transporting damaged doors to landfill | \$27.80         |
| Drywall repair labour                  | \$40.00         |
| Filing fee                             | \$50.00         |
| <b>Total:</b>                          | <b>\$974.07</b> |

The security deposit has attracted \$2.00 in interest up to the date of this judgment. I order the landlord to retain the \$802.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$172.07.

The tenant's claim is dismissed.

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: June 20, 2013

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Residential Tenancy Branch

