



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BERKAT PROPERTY INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

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

- a) A monetary order pursuant to Section 67 for damages to the property;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee of \$100 pursuant to Section 72.

SERVICE

The tenants attended and agreed that the landlord served the Application for Dispute Resolution personally on them. I find that the tenants are served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenants attended and both parties were given opportunity to be heard, to present evidence and to make submissions. It was agreed that the tenancy commenced in June 2011, that monthly rent was \$700 and a security deposit of \$350 and pet damage deposit of \$350 was paid. The present owner/manager bought the building in November 2012, the building dated from about 1965 but the landlord said they understood that the units had been renovated. He did not know when the ceramic tiles had been done in the kitchen and bathroom but both parties agreed that the laminate floor was redone in 2013 and the unit was about 610 sq. ft. The carpet in the stairwell is also of unknown age although the landlord said that none of the other units had had to have this replaced.

Apparently there was a condition inspection report done at move-in and move-out but these were not supplied in evidence. The tenant said that no problems were noted on

the move-in report except a hole in a wall and a problem stove. The stove was replaced in 2013. The landlord claims as follows:

- I. \$262.50: Cleaning service –invoice and report provided. The tenant said she left the place clean and the walls were repainted anyway. She said the charge was excessive for a one bedroom apartment.
- II. \$50: wash filthy doors and frames: cleaning material and labour –invoice provided.
- III. \$156.00 & \$15 materials: Clean cobwebs from ceiling, dust from walls/ceilings, wash walls twice (12 hours @ \$13 hr)
- IV. \$40.29: cat urine spray & oven cleaner (invoice) plus \$15 time and travel.
- V. \$2,106.77 + \$124.93: Replace laminate flooring and baseboards destroyed by cat urine. Invoice provided. New in 2011.
- VI. \$738.78: Replace kitchen ceramic floor tiles (unknown age) as they were cracked. Quote provided. The tenant denies responsibility and says that workmen were in the unit after they left and may have cracked them.
- VII. \$499.72: Remove and replace stairwell and landing carpet (unknown age). Invoice provided.
- VIII. \$152.25: Replace damaged screens – living room and bathroom. The tenant agreed the screens were new in 2013 and the cats damaged them.
- IX. \$34.28: Extra charge bin pickup. The tenant denies responsibility as all 6 units use the same bin.
- X. \$35: repair hole in lounge and clean up outside rubbish and sweep out storage rooms.
- XI. \$664.45: Remove and replace bathroom tiles (unknown age) (including toilet pan): Quote provided.
- XII. \$150.00: Travel and time to organize quotes
- XIII. \$338.70 (\$90.32 + \$248.38): Lost rent. New tenants could not move in until March 15, 2014 as tenants did not return keys until March 4, 2014 and above repairs had to be done.

The landlord supplied as evidence invoices and some statements of contractors. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

As explained to the parties in the hearing, the onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage.

I find the landlord's evidence credible that much of the damage was caused by the tenants' cats as his evidence is supported by statements of contractors and the tenants' evidence on some points. The Residential Tenancy Policy Guideline assigns a useful life to elements in rental premises which is designed to account for reasonable wear and tear; wood flooring is assigned a useful life of 20 years. I find the landlord entitled to recover 85% or \$1896.94 of the total cost (\$2,106.77 + \$124.93) to replace laminate flooring which was new in 2011 and the baseboards necessitated by the replacement and which were destroyed by cat urine. Likewise I find the landlord entitled to recover the cost of \$152.25 to replace damaged screens which had been replaced in 2013. I also find sufficient evidence that the landlord is entitled to recover \$35 to repair a hole in the lounge wall, to clean up outside rubbish and sweep out storage rooms as I find his evidence was supported by the discussion between the parties in the hearing. The tenants explained how they were moving during a snow storm and the difficulties involved.

The Guideline assigns a useful to tile flooring of 10 years. I find the ceramic tile flooring in this unit is of unknown age and may even be original to the building built in 1965 approximately. Therefore I find the landlord has not proved on a balance of probabilities that this tenant damaged the bathroom and kitchen floors beyond reasonable wear and tear as they may be beyond their useful life. Therefore I find the landlord not entitled to recover the \$738.78 to replace kitchen ceramic floor tiles and the \$664.45 to remove and replace bathroom tiles. I also find the landlord not entitled to recover the \$499.72 to remove and replace stairwell and landing carpet of unknown age as the Guideline provides for a useful life of 10 years for carpet and there is insufficient evidence that this carpet had any years of useful life remaining. I also find insufficient evidence to prove on a balance of probabilities that these tenants caused the overweight and extra charge pickup for the rubbish bins so I find the landlord not entitled to recover \$34.28 for the extra charge. I find it equally likely that some of the other 6 units who use the same bin caused the overloading.

I find the weight of the evidence is that the tenants did not vacate on February 28, 2014 as stated on their Notice to End Tenancy; they returned their keys on March 4, 2014 but floors had to be replaced which meant the new tenants could not occupy the premises until March 15, 2014. Therefore I find the landlord entitled to recover his claim of \$338.70 for lost rent.

The landlord has claimed costs for cleaning for labour and materials as follow: \$262.50 from a cleaning service, \$50 to wash filthy doors and frames (manager/owner invoice), \$156.00 & \$15 materials to clean cobwebs from ceiling, dust from walls/ceilings, wash

walls twice (12 hours @ \$13 hr) (manager/owner invoice) and \$40.29 for cat urine spray & oven cleaner (merchant invoice) plus \$15 time and travel. The tenant stated this is excessive. I find the costs questionable as it appears from the evidence that cleaning costs are being claimed twice, once by the hired company and then by the manager/owner. If the cleaning company did a reasonable job on this 610 sq. ft. apartment which was having its floors replaced anyway, it seems the manager/owner should not have had to do extensive cleaning such as washing the doors and frames and dusting and cleaning cobwebs from the ceiling and walls afterwards. Therefore I find the evidence supports only \$262.50 cost for cleaning and \$40.29 for the extra supplies of spray and cleaner. I also find the landlord not entitled to his claim for \$150 for time and travel; I find insufficient evidence to support this claim (he made out only one invoice for \$15 for time and travel to source material) and furthermore, I find it is part of the cost of doing business as an owner or manager of an apartment building to obtain quotes and get work done and not attributable to the tenant.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit and pet damage deposits to offset the amount owing. As stated above, I find the pets were responsible for a large portion of the damages. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

85% of \$2,106.77 + \$124.93 to replace laminate flooring	1896.94
\$152.25 to replace damaged screens + \$35 repair	187.25
Lost rent	338.70
\$262.50 cost for cleaning and \$40.29 supplies	302.79
Filing fee	100.00
Less deposits (no interest 2009-14)	-700.00
Monetary Order to Landlord	2125.68

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: May 01, 2014

Residential Tenancy Branch

