



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MNDC, MND, FF, SS

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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on November 1, 2005 and ended on December 31, 2013. The tenants were obligated to pay \$748.68 per month in rent in advance and at the outset of the tenancy the tenants paid a \$325.00 security deposit and a \$350.00 pet deposit.

As the landlord is the sole applicant in this matter I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$1000.00 for the repair of a bathroom. The landlords stated the total cost was \$3000.00 but are seeking a pro-rated amount as parts of the bathroom were 8 years old and the bathtub was 21 years old. The landlords stated that the tenants caused water damage to the tub surround and drywall by replacing the existing shower head and installing a hand held shower head. The landlords also stated that greasy rags were pulled out of the toilet bowl flange and that it “might” have caused some of the damage to the flooring.

The tenants dispute this claim. The tenants stated that they had ongoing problems with the toilet and advised the landlord of such. The tenants stated the landlord told them he would repair all the damage but only if he could increase their rent. The tenants stated even after three requests no work was conducted. The tenants pointed out in the

landlords own condition inspection report at move it in reflects “water stains, discolouration around toilet”.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlords have failed to satisfy me of all four of the above grounds as required, specifically #2 and #4. Based on the insufficient evidence before me I dismiss this portion of the landlords claim.

Second Claim – The landlords are seeking \$600.00 for the replacement of a door that they allege the tenants damaged. The landlords stated that he received estimates of \$716.70 to replace the door. The landlords stated that they tried to assist the tenants and would be willing to purchase and install the door themselves at a cost of \$600.00. The landlords stated the tenants never provided the \$600.00 “up front” as requested and the door was never replaced.

The tenants dispute this claim to an extent. The tenants stated that the door was functional. The landlords stated that it’s been “temporarily repaired” and that “I don’t have \$450.00 bucks to buy a door”. The tenants stated that they do acknowledge that the door was damaged from a pet they had and that they agreed to that damage on the condition inspection report but feel that the landlord will never conduct that repair and do not wish to pay.

Based on the tenants testimony acknowledging that they signed the condition inspection report and that they did damage the door I do find that landlords are entitled to some compensation. However, I do not agree with the amount as sought by the landlords. The door is a very worn and dated door in poor condition. In addition the landlord has not provided any evidence of “out of pocket costs”. Based on the acknowledgment I find that the landlords are entitled to a nominal amount of \$150.00.

Third Claim – The landlords are seeking \$83.81 for the replacement of a lock and the labour to install it. The tenants do not dispute this claim. Based on that agreement I find that the landlord is entitled to \$83.81.

Fourth Claim – The landlords are seeking \$420.00 for the cleaning of the house. The landlords stated that this is a four bedroom home with a partial basement. The landlords hired a woman to assist on one day but required two more full days of labour to get the unit to a suitable condition.

The tenants dispute this claim. The tenants stated that the unit was in need of spot cleaning only. The tenants stated the landlords asked them to do things that were “above and beyond what a tenant should do” such as stripping the wax build up off of the floors. The tenants feel the amount to clean the unit is inflated.

The landlords provided the condition inspection report, photos and receipts to support their claim. I accept the evidence of the landlords and find that they are entitled to \$420.00.

Fifth Claim – The landlords are seeking \$112.50 for snow removal and tractor work. The landlords stated that the tenants were responsible for the removal of snow and items left around the property. The tenants disputed this portion of the landlords’ application. The tenants stated that the only items that remained on the 1/3 acre property were items that had become frozen due to the severe winter and were not impeding access to any of the buildings on the property. The landlord did not provide a receipt of costs incurred or other sufficient supporting evidence. Based on the above and on the balance of probabilities I dismiss this portion of the landlords’ application.

Sixth Claim – The landlords are seeking \$120.00 for four days of rent, hydro and gas. The landlords stated that the tenants did not clean the home to their standards and offered the tenants another four days to clean. The tenants dispute this portion of the landlords’ application. The tenants stated that the landlords never mentioned any further costs that the tenants were to be responsible for. The tenants stated they would not have agreed to the extension if they knew further costs were going to be incurred. Based on the balance of probabilities I accept the version of events as purported by the tenants. In the landlords’ own testimony he stated “I offered another four days” with no mention of further rent or utilities cost. Based on the above I dismiss this portion of the landlords’ application.

Conclusion

In summary, the landlord has been successful in the following claims:

Door	\$150.00
Locks	\$ 83.81
Cleaning	\$420.00
Filing Fee	\$50.00
	\$
	\$
Total:	\$703.81

The landlord has established a claim for \$703.81. I order that the landlord retain the \$325.00 security deposit, \$350.00 pet deposit and interest of ~~\$23.99~~ \$11.50.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of ~~\$4.94~~ \$17.31. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 16, 2014

Residential Tenancy Branch

DECISION/ORDER AMENDED PURSUANT TO SECTION 78(1)(A)
OF THE RESIDENTIAL TENANCY ACT ON **May 12, 2014**
AT THE PLACES INDICATED.

