



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord made application for a monetary Order for damage to the rental unit and a monetary Order for money owed or compensation for damage or loss, an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*.

The Landlord stated that on March 09, 2014 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon as evidence were personally served to the Tenant. In the absence of evidence to the contrary, I accept that these documents were served to the Tenant and they were accepted as evidence for these proceedings. As the Tenant was served with the Application for Dispute Resolution and Notice of Hearing in accordance with section 89 of the *Act*, the hearing proceeded in the absence of the Tenant.

On June 12, 2014 the Tenant submitted documents to the Residential Tenancy Branch. The Landlord stated that these documents were not served to him. In the absence of evidence to show they were served to the Landlord, these documents were not accepted as evidence for those proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Background and Evidence

The Landlord stated that this tenancy began on August 03, 2010 and that it ended on July 30, 2013.

The Landlord is seeking compensation of \$410.00 to dispose of garbage left in the rental unit, including a washer and dryer. The Agent for the Landlord stated that the Tenant asked if she could leave the washer and dryer at the rental unit and the Agent

advised her that it must be removed. The Landlord stated that he paid someone to remove the garbage; however he did not submit a receipt to corroborate that statement.

The Landlord is seeking compensation of \$360.00 to replace a missing closet door, a missing knob for the stove, a key for the garbage bin, and a missing ceiling lamp shade, which were in the unit at the start of the tenancy. The Landlord submitted no receipts to show the cost of these items.

The Landlord is seeking compensation of \$350.00 to reattach three kitchen cabinet doors, which were left in the rental unit. The Landlord stated that he purchased materials to make new cabinet doors and that he reattached them, which he estimates took him 10-15 hours. The Landlord submitted photographs that show that at least two doors are not attached to the cabinets. The Landlord submitted no receipts to show the cost of the materials.

The Landlord is seeking compensation of \$135.00 for the cost of dealing with a pest infestation at the end of the tenancy. The Landlord stated that the mice were located in the piles of wood left in the rental unit at the end of the tenancy.

The Landlord is seeking compensation of \$150.00 for cleaning the rental unit. The Landlord stated that the rental unit required cleaning at the end of the tenancy and that his wife spent 10 hours cleaning the rental unit.

The Landlord is seeking compensation of \$75.00 for repairing a hole in a bedroom door, which was not present at the start of the tenancy. The Landlord stated that he paid the painter to repair the hole; however he did not submit a receipt to corroborate that statement.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence, I find that the Tenant left garbage in the rental unit at the end of the tenancy, which is a breach of section 37(2)(a) of the *Act*. In addition to establishing that the Tenant left garbage in the rental unit, the Landlord must also accurately establish the cost of removing the garbage whenever compensation for damages is being claimed. I find that the Landlord failed to establish the true cost of removing the garbage. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence, such as an invoice or a receipt, which corroborates the Landlord's statement that he paid \$410.00 to dispose of garbage. I therefore dismiss the Landlord's claim for compensation for removing garbage.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to replace a closet door, a knob for the stove, and a ceiling lamp that were missing at the end of the tenancy and she failed to return the key to the garbage bin. In addition to establishing that the Tenant did not replace/return these items, the Landlord must also accurately establish the cost of replacing them. I find that the Landlord failed to establish the true cost of replacing the items. In reaching this conclusion, I was heavily influenced by the absence of any documentary evidence, such as an invoice or a receipt, which corroborates the Landlord's statement that it cost \$360.00 to replace the items. I therefore dismiss the Landlord's claim for compensation for replacing the items.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to replace cabinet doors at the end of the tenancy. In addition to establishing that the Tenant did not replace these items, the Landlord must also accurately establish the cost of replacing them. On the basis of the photographs submitted in evidence, I cannot conclude that the Landlord needed to make new doors. As the Landlord submitted no receipts for supplies, I dismiss his claim for compensation for any supplies required to repair the doors.

These are very old cabinets that are in poor condition and I find, on the balance of probabilities, that the Landlord could have made minor repairs to the door and then reattached them. I therefore dismiss the Landlord's claim for compensation for the time it took him to make new doors. I find it reasonable to conclude that the Landlord could have repaired and reattached the existing doors in approximately two hours. I therefore find that the Landlord is entitled to compensation for two hours of his time, at an hourly rate of \$15.00, which equates to \$30.00.

I find that the Landlord has submitted insufficient evidence to show that the Tenant is responsible for the mice infestation. In reaching this conclusion I was influenced by my understanding that mice typically enter a building as a result of an access hole in the building envelope. In the absence of evidence that shows the Tenant is somehow responsible for allowing the mice into the rental unit, I cannot conclude that she is responsible for eradicating the mice. I therefore dismiss the Landlord's claim for compensation for pest control.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to leave the rental unit at the end of the tenancy. I find it reasonable to compensate the Landlord for the ten hours his wife spent cleaning the rental unit, at an hourly rate of \$15.00, which equates to \$150.00.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when she failed to repair the door. In addition to establishing that the Tenant damaged the door, the Landlord must also accurately establish the cost of repairing the damage. I find that the Landlord failed to establish the true cost of repairing the damage. In reaching this conclusion, I was strongly influenced by the

absence of any documentary evidence, such as an invoice or a receipt, which corroborates the Landlord's statement that he paid \$75.00 to repair the door. I therefore dismiss the Landlord's claim for compensation for repairing the door.

Conclusion

The Landlord has established a monetary claim, in the amount of \$180.00, for damage to the rental unit and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: June 18, 2014

Residential Tenancy Branch

