



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent or utilities; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord and the Tenant agreed that on January 16, 2014 the Application for Dispute Resolution and the Notice of Hearing were personally served to the Tenant, via registered mail, at the service address noted on the Application.

On April 15, 2014 the Landlord submitted documents and photographs to the Residential Tenancy Branch. The female Landlord stated that these documents were sent to the Tenant, via a delivery service, on April 15, 2014. The Tenant stated that she received these documents on April 21, 2014 and they were accepted as evidence for these proceedings. The Tenant stated that she was prepared to proceed with the hearing today in spite of the timing of service of these documents.

On April 16, 2014 and April 23, 2014 the Landlord submitted documents to the Residential Tenancy Branch. The male Landlord stated that these documents were not served to the Tenant and they were therefore not accepted as evidence for these proceedings.

On April 15, 2014 and April 16, 2014 the Tenant submitted documents to the Residential Tenancy Branch. The Tenant stated that these documents were personally served to the male Landlord on April 16, 2014. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The hearing was adjourned on May 01, 2014 as there was insufficient time to conclude the hearing. The hearing was reconvened on June 25, 2014 and was adjourned a second time as there was insufficient time to conclude the hearing. The hearing was reconvened on September 04, 2014 and was concluded on that date.

Both parties were represented at all hearings. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid utilities; to compensation for damage to the rental unit; and to retain all or part of the security deposit?

Preliminary Matter – Evidence

On June 17, 2014 the Tenant submitted several documents to the Residential Tenancy Branch.

Rule 4.1 of the Residential Tenancy Branch Rules of Procedure require a Respondent to submit/serve evidence to the Residential Tenancy Branch and the Applicant as soon as possible and at least five days before the dispute resolution proceeding. As the aforementioned documents were not submitted to the Residential Tenancy Branch until more than 6 weeks after the commencement of the proceedings, I find that they should not be accepted as evidence.

The Tenant had ample time to submit evidence prior to the commencement of the proceedings on May 01, 2014 and she did submit some evidence. I find that it would be extremely unfair to the Landlord to accept evidence that was submitted after the start of the proceedings.

I note that the vast majority of the documents submitted on June 17, 2014 are simply duplicates of documents that the Landlord submitted in evidence. I further note that some of the documents are simply written submissions which the Tenant either has already presented, or will have the opportunity to present, through oral testimony.

Preliminary Matter – Late Attendance

The reconvened hearing on June 25, 2014 commenced at the scheduled start time of 9:00 a.m. The Landlord was in attendance at the scheduled start time but the Tenant was not, and the hearing proceeded in the absence of the Tenant.

The Tenant dialed into the teleconference at approximately 9:45 a.m., after considerable oral testimony had been provided. All of the oral testimony was reviewed with the Tenant and the Tenant was given the opportunity to respond to each issue. This was extremely time consuming and, unfortunately, resulted in a second adjournment.

Background and Evidence Presented at the Hearing on May 01, 2014

The Landlord and the Tenant agree that this tenancy began on September 01, 2012; that the Tenant agreed to pay rent of \$1,300.00; that the Tenant paid a security deposit of \$650.00; and that the Tenant paid a pet damage deposit of \$650.00.

The Landlord and the Tenant agree that this tenancy ended on December 31, 2013 and that the Tenant left her forwarding address in the Landlord's mail box on January 07, 2014.

The Landlord and the Tenant agree that a condition inspection report was completed at the start and the end of the tenancy, a copy of which was submitted in evidence.

The Landlord is claiming compensation for unpaid utilities, in the amount of \$350.89. The Landlord and the Tenant agree that the Tenant was required to pay 50% of the utility charges during the latter portion of this tenancy. The Landlord submitted a City of Victoria utility bill, in the amount of \$275.57 and the parties agree that the Tenant owes \$137.78 of this bill. The Landlord submitted a hydro bill, in the amount of \$497.25 and the parties agree that the Tenant owes \$213.11 of this bill, after pro-rating the bill to reflect the days the Tenant was not occupying the unit.

The Landlord is seeking compensation, in the amount of \$179.01, for changing the locks in the rental unit. The Landlord contends that the locks were changed, at the request of the Tenant, as she was concerned that she may not be able to recover her key from a male who had been staying in the rental unit, who she no longer wanted in the unit. The Tenant stated that she did not ask the Landlord to replace the locks and she was not concerned about her ability to recover the keys to the unit from the male who had stayed at the unit.

The Landlord is seeking compensation, in the amount of \$94.97, for replacing a door latch on the front door. The male Landlord stated that the door latch did not properly secure the door at the end of the tenancy and was, therefore, replaced. He speculates that the latch was damaged as a result of the door being slammed. The Tenant stated that she was not aware of a problem with the door latch.

The male Landlord stated that he spent approximately two hours repairing the door latch. The Landlord submitted receipts of \$6.01 and \$8.96 which the male Landlord stated was for supplies to repair the door.

The Landlord is seeking compensation, in the amount of \$630.00, for repairing the hardwood floors in the rental unit. The Landlord and the Tenant agree the floors were in good condition at the start of the tenancy, although the Tenant stated that there were some minor scratches on the floor.

The male Landlord stated that there were dozens of additional scratches on the floor at the end of the tenancy. The Tenant acknowledged that the floors were scratched in "a

couple” of places during the tenancy. The Landlord submitted a receipt to show that they paid \$630.00 to repair the floors. The Landlord submitted photographs that show the condition of the floors at the start of the tenancy and that show scratches on the floor at the end of the tenancy. The condition inspection report completed at the start of the tenancy indicates the floors were in good condition.

The Landlord is seeking compensation, in the amount of \$2,596.43, for painting the rental unit. The male Landlord stated that the entire rental unit required painting as the walls and ceiling were damaged by smoke from the fireplace and because the Tenant smoked in the rental unit. The male Landlord stated that the Tenant burned a variety of items in the fireplace, including broken pieces of furniture, and that the smoke from those items damaged the walls. He stated that the rental unit was last painted in August of 2010.

The Tenant stated that she did burn a variety of items in the fireplace, including broken wood pallets; however she did not burn any furniture or other items with toxic finishes. She stated that the walls did not require painting as a result of smoke, although she stated that it was likely time to repaint the unit. She stated that she, nor her guests, smoked inside the rental unit.

The Landlord stated that he and a friend spent approximately 80 hours painting this rental unit, which he estimates is 850 square feet in size. The Landlord submitted receipts for painting supplies, which total \$596.37.

The Landlord is seeking compensation, in the amount of \$233.77, for replacing tiles around the fireplace. The male Landlord stated that several tiles around the front of the fireplace became detached and two were broken. The Landlord speculates this damage occurred because the Tenant had excessively hot fires, in part because they were burning wood that contained metal pieces, and/or because they were chopping wood on the hearth. The Landlord submitted photographs of the damaged fireplace.

The Tenant stated that the heat from the fireplace caused the tiles to detach and crack, and that nothing was dropped or chopped on the hearth.

The Landlord stated that he spent 4-5 hours repairing the tiles. The Landlord submitted a receipt for supplies used to repair the tiles, in the amount of \$33.77.

The Landlord is seeking compensation, in the amount of \$48.45, for replacing a fireplace grate. The Landlord speculates this damage occurred because the Tenant had excessively hot fires, in part because they were burning wood that contained metal pieces. The female Landlord stated that the grate was purchased in 2010. The Landlord submitted photographs of the damaged grate.

The Landlord is seeking compensation, in the amount of \$100.00, for repairing a towel rack in the bathroom, for reinstalling the shower curtain rod, and for cleaning the tiles in the bathroom. The female Landlord stated that she inadvertently claimed \$129.10 for

this claim, and she actually only wants compensation for the four hours spent cleaning and repairing the bathroom.

The Landlord and the Tenant agree that during the tenancy the towel rack fell off the wall and that the Tenant repaired it by placing a piece of wood between the wall and the towel rack. The parties also agree that the shower curtain rod was pulled from the wall and the holes needed to be repaired at the end of the tenancy. The male Landlord estimates that it took approximately one hour to complete these repairs.

The Landlord stated that the grout in the tiled bathroom floor needed additional cleaning at the end of the tenancy. The Landlord submitted a photograph of the floor at the end of the tenancy, which the Tenant agrees is a fair representation of the floor at the end of the tenancy. The Landlord submitted a photograph of the floor after it was cleaned by the Landlord at the end of the tenancy, in which the grout appears significantly cleaner. The Tenant stated that floor in the bathroom was clean at the end of the tenancy. The male Landlord estimates that it took approximately three hour to clean the tiles.

The Landlord is seeking compensation, in the amount of \$55.00, for repairing two door thresholds, which the Landlord contends were damaged during the tenancy. The Landlord submitted two photographs of the damaged thresholds. The Tenant acknowledged that the photographs represent the condition of the thresholds at the end of the tenancy, which she contends is "normal wear and tear".

The Landlord is seeking compensation, in the amount of \$60.52, for repairing two door sweeps, which the Landlord contends were damaged during the tenancy. The Landlord submitted a photograph of a damaged door sweep. The Tenant acknowledged that the photograph represents the general condition of the thresholds at the end of the tenancy. The Tenant stated that she does not specifically recall how the damage occurred, although she acknowledges that the door sweeps were damaged during the tenancy. The Tenant argued that the damage is "normal wear and tear".

The Landlord is seeking compensation, in the amount of \$150.00, for repairing one electrical outlet, which was pulled from the wall, and the thermostat which was not functioning at the end of the tenancy. The Tenant acknowledged that an electrical outlet was pulled out of the wall in her bedroom, although she does not recall how this damage occurred. She stated that the she did not know the thermostat was not working at the end of the tenancy.

The Landlord submitted a receipt for the thermostat but no receipt for the electrical outlet. The male Landlord stated that it took approximately 1 hour to install these two items.

Background and Evidence Presented at the Hearing on June 25, 2014

The Landlord submitted a letter from the Witness for the Landlord, who was an occupant of the lower rental unit. In the letter he declared that there was excessive

noise coming from the rental unit, including slamming of doors. In the letter he declared that he observed an occupant of the rental unit breaking apart furniture for the purposes of burning it in the rental unit and that he heard someone chopping wood on the fireplace hearth on several occasions. In the letter he declared that he observed cigarette butts in a can in one of the bedrooms of the rental unit. At the hearing the Witness for the Landlord stated that all of the information in his letter is accurate.

The Witness for the Landlord stated that he observed many scratches on the hardwood floor at the end of the tenancy and that there were broken tiles in the fireplace/hearth. He stated that areas of the walls, ceilings, and blinds appeared to be discoloured by smoke. He stated that there was debris left in the yard and that the grass is still in very poor condition, although it was in good condition when he moved into the rental unit.

The Witness for the Landlord provided testimony prior to the Tenant attending the hearing (45 minutes after the scheduled start of the hearing). His testimony and documentary evidence was reviewed with the Tenant and she contends:

- There was no jumping on floors
- There were no parties
- There was no noise
- There was no smoking in the house
- There was no a can of cigarette butts in the house
- Branches and other items were not dragged across the yard
- There were only two scratches on the hardwood floor
- There was no smoke damage.

The Tenant stated that she and the Witness had an acrimonious relationship.

The Tenant was asked if she would like to ask questions of the Witness and she replied that she did not. I therefore concluded that it was not necessary to see if the Witness was able to rejoin the teleconference.

The Landlord submitted two form letters that appear to be signed by people who live in the neighborhood. In the letters the authors declare that they observed an occupant of the rental unit bringing furniture to the residential property and chopping/sawing it for firewood. These letters were reviewed with the Tenant, who started the comments about dragging debris across the lawn is untrue.

The Landlord is seeking compensation, in the amount of \$275.00, for cleaning the deck and railing. The male Landlord stated that he spent approximately three hours scrubbing the deck to remove moss and dirt from the deck. The Landlord submitted receipts that show supplies for cleaning the deck were purchased, at a cost of \$46.10.

The Tenant argued that she was not responsible for cleaning moss from the deck.

The Landlord is claiming \$150.00 for cleaning the back yard. The male Landlord stated that a wood box and other waste wood were left in the rear yard. He stated that he spent approximately 4 hours disposing of the wood and other debris from the residential property, not all of which was left by the Tenant. The Landlord submitted photographs of the debris. The Landlord submitted receipts to show that they paid \$51.51 to dispose of the property.

The Tenant acknowledged that she left a wood box and wood debris on the residential property, for which she is willing to pay disposal costs of \$75.00. She stated that much of the debris in the Landlord's photographs was not left on the property by her.

The Landlord is seeking compensation for repairing the yard, which the Landlord contends was damaged by the Tenant dragging items onto the residential property and then cutting them in the yard. The male Landlord stated that the yard has not yet been repaired, but quotes for repairing the yard were submitted. The Landlord submitted photographs of the yard which the Landlord contends demonstrate the condition of the yard in June of 2013 and January of 2014.

The female Landlord stated that the yard was shared by the occupants of two suites, but she does not believe the occupant of the lower rental unit used the yard very much. The Tenant stated that the occupant of the lower unit had a dog visiting on a regular basis, which contributed to the damage to the yard, and that he also worked on projects in the yard and dragged a barbecue through the yard. She stated that this area of the yard typically looks like this in the winter and that the grass grows back in the spring.

The Landlord has claimed compensation of \$779.29 for "miscellaneous supplies", which including cleaning supplies, light bulbs, printer ink and paper, and supplies used to complete a variety of repairs, some of which have discussed in these proceedings.

The Landlord has claimed compensation of \$750.00 for "collecting evidence" and other work related to participating in these proceedings.

The Landlord is seeking compensation for lost revenue for the month of January of 2014. The male Landlord stated that the rental unit was not suitable to rent for due to the need to repair/clean the rental unit.

The female Landlord stated that the Landlord made no effort to advertise the rental unit for January 01, 2014, due to the condition of the rental unit. She stated that after January 01, 2014 the occupant of the lower rental unit agreed to move into this rental unit on February 01, 2014, so there was no need to advertise the rental unit for February. The Tenant argued that the Landlord made no effort to advertise the rental unit for January 01, 2014, which is the primary reason the rental unit was not advertised for that month.

At the conclusion of the June 25, 2014 each party was given the opportunity to raise issues that had not been previously discussed. The Landlord had no additional testimony or submissions.

The Tenant repeatedly attempted to discuss claims that had been previously discussed and she was prevented from re-arguing those issues. Upon being advised that the hearing would be concluded if she continued to attempt to re-argue claims that had already been discussed, she stated that she wished to raise issues regarding the condition inspection report that was completed. As I simply did not have time to determine whether the issue(s) she wished to raise were relevant or had been previously discussed, I determined that an adjournment was necessary.

Background and Evidence Presented at the Hearing on September 04, 2014

The Tenant again attempted to discuss claims that had been previously discussed and she was prevented from re-arguing those issues.

The Tenant stated that she received the first page of the condition inspection report that was completed on December 31, 2014. The male Landlord stated that the second page of the report was written on the reverse of the first page of the report and that both documents were provided to the Tenant. The Tenant stated that she did not receive the second page of the report until she received evidence for these proceedings.

The Tenant stated that she provided her forwarding address to the Landlord sometime during the latter part of November of 2013. She initially stated that she left it at the female Landlord's place of employment; she then stated that she may have left it in the Landlord's home mail box; and then she stated that she is sure she left it in the female Landlord's mail box at her place of employment.

The male Landlord stated that the forwarding address was left in his home mail box on January 07, 2014.

Analysis

On the basis of the undisputed evidence, I find that this tenancy ended on December 31, 2013.

I favour the Landlord's evidence that the Tenant's forwarding address was provided on January 07, 2014 over the testimony given by the Tenant on September 04, 2014, at which time she stated that she providing the Landlord with a forwarding address in late November of 2013. I favour the Landlord's evidence in this regard, in part, because the Tenant's testimony contradicts her testimony of May 01, 2014, at which time she stated that she provided her forwarding address on January 07, 2014.

I also find that the testimony the Tenant provided regarding the forwarding address on September 04, 2014 lacks credibility because she provided two different versions of how it was served to the Landlord.

As I have determined that the Landlord did not receive the forwarding address until January 07, 2014 and the Landlord filed the Application for Dispute Resolution on January 16, 2014, I find that the Landlord complied with section 38(1) of the *Act*.

As the Tenant agreed that the Landlord is entitled to collect utility/hydro charges from the Tenant, in the amount of \$350.89, I find that the Landlord is entitled to this claim.

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.

I find that the Landlord submitted insufficient evidence to establish that the Tenant asked the Landlord to change the locks in the rental unit. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's claim that the Tenant asked for the locks to be changed or that refutes the Tenant's testimony that she did not ask for the locks to be changed. I therefore dismiss the Landlord's claim to change to change the locks.

I find that the door latch did not function properly at the end of the tenancy. In reaching this conclusion I favoured the testimony of the male Landlord, who clearly stated that the latch did not work properly. I find this evidence more compelling than the testimony of the Tenant, who simply had no recollection of a problem. On the basis of the letter from the occupant of the lower rental unit, I find that doors were slammed in the rental unit during this tenancy. I therefore find it reasonable to conclude that the door latch was damaged as a result of the doors being slammed.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damaged door latch. I therefore find that the Landlord is entitled to compensation for repairing the latch, in the amount of \$64.97, which includes \$14.97 for supplies and \$50.00 in compensation for the two hours the Landlord spent repairing the door.

On the basis of the testimony of both parties, the photographs submitted in evidence, and the condition inspection report that was completed at the start of the tenancy, I find that the floors were in good condition at the start of the tenancy and that they were damaged at the end of the tenancy. On the basis of the photographs of the floor taken at the end of the tenancy, I find that the damage to the floor is beyond "normal wear and tear". I find that the Tenant failed to comply with section 37(2) of the *Act* when she

failed to repair the scratches on the floor. I therefore find that the Landlord is entitled to compensation for repairing the floor, in the amount of \$630.00.

I find that pieces of furniture were being burned in the fireplace of the rental unit. In reaching this conclusion I was heavily influenced by the two letters from people who live in the neighbourhood, who observed an occupant of the rental unit bringing waste material, including furniture, to the residential property. It was also influenced by the evidence of the occupant of the lower rental unit, who observed an occupant of the rental unit breaking apart furniture. I find that it is highly likely this furniture was burned in the fireplace. I find the observations of three people not directly involved in the dispute to be more compelling than the Tenant's testimony that furniture was not burned in the rental unit.

I find that the Tenant or her guests smoked in the rental unit. In reaching this conclusion I was influenced by the observations of the former occupant of the lower unit, who observed a can of cigarette butts in a bedroom of the rental unit. While it is possible, I find it highly unlikely that the can would be used outside for smoking and then stored inside. I find this evidence to be more compelling than the Tenant's testimony that nobody smoked inside the rental unit.

As pieces of furniture were burned in the fireplace and there was smoking in the rental unit, I find it reasonable to conclude that the rental unit required painting at the end of the tenancy. I find that the testimony of the male Landlord and the testimony of the former occupant of the lower rental unit, both of whom stated the walls/ceilings were discoloured, supports this conclusion.

For all of the aforementioned reasons, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the areas in the rental unit that were damaged by smoke.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of interior paint is four years. The evidence shows that the living room was painted in 2010 and was, therefore at least two years old at the end of the tenancy. I therefore find that the paint in the living room has depreciated by fifty percent, and that the Landlord is entitled to fifty percent of the cost of repainting the living room.

I find that the Landlord's estimate that it took 80 hours to paint a rental unit that is only 850 square feet to be excessive. I find that a reasonably skilled painter could paint a unit of that size in approximately 40 hours and I find that the Landlord is entitled to compensation for fifty percent of the 40 hours labour, at an hourly rate of \$25.00, which

equates to \$500.00. This award is based on an hourly rate of \$25.00, which I find to be reasonable for labour of this nature. I also find that the Landlord is entitled to fifty percent of cost of painting supplies, which equates to \$298.17.

I find that the fireplace tiles were damaged during this tenancy and that the damage was likely the result of the Tenant or a guest of the Tenant chopping wood on the hearth. In reaching this conclusion I was heavily influenced by the evidence of the former occupant of the lower rental unit, who heard someone chopping wood on the fireplace hearth. I find this evidence to be more compelling than the Tenant's testimony that nobody chopped wood inside the rental unit. I find this evidence more compelling, in part because it is a more reasonable explanation for fireplace tiles to break than the explanation provided by the Tenant, which was that they became detached as a result of heat.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damaged tiles. I therefore find that the Landlord is entitled to compensation for repairing the tiles, in the amount of \$146.27, which includes \$33.77 for supplies and \$112.50 for 4.5 hours of labour.

Section 37 of the *Act* requires a tenant to repair damage to the rental unit only if the damage is not the result of "reasonable wear and tear". I find that the Landlord submitted insufficient evidence to show that the fireplace grate was neglected or misused. I therefore dismiss the Landlord's claim for repairing the grate. This decision was based, in large part, on my personal knowledge that fireplace grates do deteriorate if they are used on a regular basis. I therefore find that the damage to the fireplace grate is "normal wear and tear", which the Tenant is not required to repair.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the shower curtain rod that was pulled from the wall during the tenancy. While I accept that the Tenant attempted to repair the towel rack that was pulled from the wall, I find that this repair was inadequate, as some would consider the repair to be less aesthetically pleasing. I therefore find the Landlord is entitled to compensation of \$25.00 for the one hour it took to completing these repairs.

Section 37 of the *Act* requires a tenant to leave a rental unit in "reasonably" clean condition at the end of a tenancy. On the basis of the photographs submitted in evidence, I find that the tile floor in the bathroom was left in reasonably clean condition and I therefore dismiss the Landlord's claim for compensation for cleaning the floor. The legislation does not require a tenant to leave a rental unit in pristinely clean condition. While I accept that the Landlord cleaned the grout between the tiles more thoroughly after the tenancy ended, I find that this cleaning exceeded the standard required by the legislation. I therefore dismiss the claim for cleaning the tiles.

On the basis of the photographs submitted in evidence, I find that the damage to the door thresholds is the type of damage that can be expected with normal use. I therefore

find that the damage is “normal wear and tear” and I dismiss the Landlord’s claim for compensation to repair the thresholds.

On the basis of the photograph submitted in evidence, I find that the damage to the door sweep is “normal wear and tear” and I dismiss the Landlord’s claim to repair the door sweeps. In reaching this conclusion I was influenced by my understanding that door sweeps are typically constructed of cheap plastic that easily brakes when accidentally kicked and I do not find it unusual that they need to be periodically replaced.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the electrical outlet that was pulled from the wall. As the male Landlord stated that it took one hour to replace the outlet and the thermostat, I find it reasonable to conclude that it took ½ hour to replace the outlet itself. I therefore find the Landlord is entitled to compensation of \$12.50 for the ½ hour spent replacing the outlet.

I find that the Landlord submitted insufficient evidence to show that the thermostat malfunctioned as a result of the actions or neglect of the Tenant. I therefore dismiss the Landlord’s claim for replacing the thermostat. In reaching this conclusion I was heavily influenced by the absence of evidence to show that the Tenant abused or misused the thermostat. I therefore find that it is possible that the thermostat simply stopped functioning because of normal wear and tear and/or mechanical failure.

Residential Tenancy Branch Guidelines suggest that landlords are responsible for maintaining fences or “other fixtures” erected by him or her. I concur with this guideline and find that it includes decks and deck railings. While a tenant would be responsible for repairing damage to a deck or railing, including items that may have been spilled on a deck, I cannot conclude that a tenant would be responsible for cleaning moss or other organic matter that naturally occurs. As the Landlord is seeking compensation for removing moss from the deck and railing, which is not the responsibility of the Tenant, I dismiss this claim for compensation.

On the basis of the undisputed evidence, I find that the Tenant left a wood box and wood debris on the residential property and that the Landlord is entitled to compensation for disposing of that. On the basis of the undisputed evidence, I find that the Landlord disposed of other items at the same time, which did not belong to the Tenant. On the basis of the photographs submitted in evidence, I find it reasonable to conclude that approximately half of the property disposed of belonged to the Tenant and half belonged to the Landlord. I therefore find that the Landlord is entitled to fifty percent of the cost of disposing of the debris. I find that the Landlord is entitled to compensation for two of the four hours it took to dispose of the items, in the amount of \$50.00, and fifty percent of the dumping fees, which is \$25.76.

I find that the Landlord has submitted insufficient evidence to show that the Tenant is solely responsible for the damage to the lawn. As this yard is shared with the occupant of the lower rental unit, who allegedly also had a dog visiting on a regular basis, I find it

entirely possible that the Tenant's dog is not solely responsible for damaging the lawn. As the occupant of the lower rental unit also allegedly worked in the yard and moved items over the lawn, I find it entirely possible that the Tenant is not solely responsible for the damage to the lawn. As I am unable to conclude which occupant of the residential complex is primarily responsible for damaging this common area, I cannot conclude that the Tenant is responsible for the repairs. I therefore dismiss the claim for repairing the lawn.

I note that I have not considered the information on the condition inspection report that was completed at the end of the tenancy. As the parties do not agree on the content of the report at the time of its completion, I find that it has little probative value. In determining that it has little probative value, I was influenced by the absence of evidence that corroborates the male Landlord's testimony that both pages were provided to the Tenant at the time of completion or that refutes the Tenant's claim that only the first page was provided.

I decline to consider the Landlord's claim for miscellaneous supplies, in the amount of \$779.29, as the Landlord has not clearly outlined the details of this claim, as is required by section 59(2)(b) of the *Act*. When making a claim for compensation the party making the claim has an obligation to provide details of the claim in a manner in which the other party can clearly understand. In these circumstances, the Landlord has included a claim for some supplies which cannot be awarded, such as ink and paper costs; some supplies which were included in other claims, such as cleaning supplies; and some supplies which are an entirely separate claim, such as light bulbs. In some cases the Landlord has simply referred to a receipt by store name, and has not outlined the nature of the items purchased. In my view, it would be unfair to the Tenant to consider this claim, as the details of the claim have not been presented in a manner which allows the Tenant a reasonable opportunity to respond to the individual claim(s).

With the exception of compensation for filing the Application for Dispute Resolution, the *Act* does not allow either party to claim compensation for costs associated with participating in the dispute resolution process. I therefore dismiss the Landlord's claim for compensation for costs associated with participating in these proceedings.

Section 7(2) of the *Act* requires a landlord to take reasonable steps to mitigate losses. I find that the Landlord did not rent this unit to a new tenant on January 01, 2014, primarily because the Landlord did not advertise the rental unit for a January 01, 2014 vacancy. I find it entirely possible that if the Landlord advertised the rental unit for January 01, 2014, arrangements could have been made to make the necessary repairs to the unit prior to the new tenants moving in or while the new tenant was occupying the rental unit, although I accept that the Landlord may have had to reduce the rent for this purpose. As the Landlord made no attempt to find a new tenant for January 01, 2014, I dismiss the Landlord's claim for compensation for lost revenue for the entire month.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,203.56, which is comprised of \$350.89 in unpaid utilities, \$1,752.67 in damages, and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit and pet damage deposits of \$1,300.00 in partial satisfaction of this claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$903.56. 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: September 04, 2014

Residential Tenancy Branch

