



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 689352 LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other and witness on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord permitted to keep all or part of the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

## Background and Evidence

The parties agreed that this tenancy started on July 01, 2006 and ended on August 31, 2015. Rent for this unit at the end of the tenancy was \$1,450.00. The tenant paid a security deposit of \$500.00 on June 12, 2006. Both parties attended a move in and a move out condition inspection of the rental unit. The tenant provided his forwarding address in writing on August 31, 2015.

The parties have had three previous hearings related to this tenancy. The file numbers for these are located on the cover page of this decision.

## **Damages**

*Painting* - The landlord testified that there is a clause in the tenancy agreement which notable has only been signed by the landlord on June 22, 2006 which stated that

*The Tenant will obtain written permission from the Landlord before doing any of the following:*

- a) Applying adhesive materials, or inserting nails or hooks in walls and ceilings other than two small picture hooks per wall;*
- b) Painting, wallpapering, redecorating or in any way significantly altering the appearance of the premises;*

The landlord testified that the tenant put roughly 20 to 30 holes in each wall of the unit including nails for pictures and screws to hang shelves. The landlord agreed that some of the walls did have holes or picture nails in at the start of the tenancy but at least 40 percent of the unit was repainted in approximately 2011. The entire hallway was repainted, one wall in each of the bedrooms and living room, half a wall in the kitchen and all walls in the bathroom. The tenant was asked not to put new holes in these freshly painted walls. The tenant did not comply with that request and has caused more damage to the newly painted walls.

The landlord testified that she had to repair the holes in all the walls and repaint the unit at the end of the tenancy and seeks only a portion of her labour costs for this work to cover the damage to the walls painted in 2011. The landlord also seeks a portion of the cost for the paint as she only expects the tenant to pay for the walls that he damaged since 2011. The landlord testified that although the tenant had filled some of the holes this was not a good job and none of the filler had been sanded down. The landlord is not charging the tenant for sanding. The landlord referred to her documentary evidence for quotes from painting companies for this work; however, the landlord elected to do the work herself to reduce the cost. The landlord has provided photographic evidence

showing the damage to the walls from nails; the landlord seeks to recover \$415.80 for her labour and \$283.40 for the portion of paint used on these walls that required repainting.

*Flooring* – The landlord testified that although the oak hardwood floors were 30 years old they were in good condition at the start of the tenancy. During the tenancy the tenant caused damage to the floors. The tenant kept a cat litter box on the floor and despite a discussion with the tenant when the landlord asked the tenant to move the litter box to the laminate area, the tenant ignored this request. Cat urine leaked out of the box and the floors soaked this up leaving a stain and a strong smell of urine. The landlord referred to the painters quote in which they make mention of a strong urine smell in the unit. In addition to this damage the tenant also caused extensive damage to the living room floor from his rolling office chair. The tenant did not put a rubber mat under his chair and the floor in this whole area is damaged. Many of the boards had to be replaced and the entire floor then had to be sanded to obtain a consistent colour and surface. The landlord seeks to recover \$2,288.90 and has included the invoice for this work plus photographic evidence. The landlord would like to make note that the flooring invoice states that this damage is beyond normal wear and tear.

The landlord testified that as she had to be available to let contractors in and out of the unit, to get estimates and to make payments the landlord seeks to be reimbursed the amount of \$75.00 for her time and effort.

*Plumbing* – The landlord testified that the tenant caused damage to both the kitchen sink and the bathroom sink. The bathroom sink became clogged during the tenancy due to the tenant's extremely long hair. The tenant attempted to unblock the pipes and did not remedy the problem for over a year. Later the tenant used an unlicensed plumber to fix the plumbing to that sink. This plumber reattached the pipe work but did a shoddy job and damaged the sink. The kitchen sink was left badly scratched. In addition to this the tenant damaged the bath drain when he again attempted to unplug the drain from his hair. There was also evidence of organic matter being put in the kitchen drains. This caused problems to the pipes in the building situated below the tenant's unit. When the plumber came he figured out that the source of the problem was from the tenant's unit. The tenant refused access to his unit and to his storage locker where the pipes were located for the building. It was the plumber who stated that the tenant was responsible for this damage. The landlord agreed that there are eight units in this building.

The landlord refers to the invoice from the plumber and seeks to recover \$1,000.00 for the labour completed to remove and replace two sinks, repair pipes and the broken bath drain. The landlord also seeks to recover \$378.00 for the repair to the pipe under the

tenant's unit. The landlord also seeks to recover the costs for the bathroom sink of \$186.20 and has provided that invoice in documentary evidence. This sink was new in 2005. The landlord testified that the kitchen sink was not replaced. The landlord seeks to recover a further \$127.50 for her time and effort in getting the new sink, dealing with the plumbers, securing the best price from estimates and in dealing with other plumbing issues.

*Toilet seat* – The landlord testified that the screw cover on the top, back portion of the toilet seat was missing. The toilet was also shaky and wobbly. The landlord testified that the toilet was purchased in 2005. The toilet was also left fifthly and was damaged beyond normal wear and tear.

*Bead chain* – the landlord testified that the metal bead chain hanging from the fan was left broken. This was not noticed on the move out inspection and was not recorded on the report. The landlord seeks to recover the cost to replace the chain of \$13.01. A receipt has been provided in documentary evidence. The landlord also seeks to recover the amount of \$35.79 for her time spent in going to purchase a new chain and to repair it.

*Miscellaneous repairs* - The landlord seeks a further amount for her labour to remove the old toilet seat, to remove tape from the walls, to remove a chain from the door and to remove and replace the fan filter. The landlord seeks to recover \$75.00 for her time spent of two hours 35 minutes and labour.

*Cleaning* - The landlord testified that the unit was left filthy when they did the inspection. This is all documented on the move out inspection report. The landlord testified that to save costs she cleaned for eight hours and 45 minutes and seeks to recover \$30.00 per hour to a total amount of \$270.00. The landlord testified that the tenant was given the option to come back to clean after the inspection but he refused.

*Light bulbs* – The landlord testified that the tenant did not replace all the light bulbs and the bulbs in the bathroom had been replaced with the wrong type of bulb which could cause damage to the fixture. The landlord seeks to recover \$6.96 and has provided the receipt for the bulbs in documentary evidence.

*Range filter* – The landlord testified that the range fan had new filters when the tenant moved into the unit. When he moved out the filters were filthy and appeared to have never been changed. The landlord seeks to recover \$9.18 for new filters and has provided the receipt in documentary evidence.

*Countertops* – the landlord testified that there were two counter tops in the kitchen and one in the bathroom. One of the kitchen counters was damaged before the tenant moved in; however, the second countertop was damaged by the tenant. The laminate edge was falling off and the tenant gave the landlord a piece to glue back on. The top was also scratched and stained. The landlord referred to her photographs and invoice provide in documentary evidence. The bathroom counter top was damaged because the tenant's unlicensed plumber glued the sink back on instead of using caulking. The landlord testified that all three of the counter tops were replaced in the kitchen and bathroom at a cost of \$724.60; however, as one was already damaged in the kitchen the landlord is seeking to recover \$584.20. The landlord agreed that the countertops were new in 2005.

### **Loss of rent**

The landlord testified that before the tenancy was due to end the unit could not be shown to prospective tenants as it was dirty and smelt of cat urine. In addition to this the walls and floors were damaged and these repairs could not be completed until after the tenant vacated due to how many belongings he had in the way. After the tenant vacated the landlord could not show the unit until the work had been completed. This work of obtaining estimates from different contractors and getting the work done took the month of September, 2015. Consequently, as the unit could not be re-rented for September because of the tenant's neglect the landlord seeks to recover a loss of rent to the amount of \$1,450.00.

The landlord seeks a Monetary Order for the damage, cleaning and loss of rent less the security deposit of \$500.00. The landlord also seeks her filing fee of \$100.00 and costs to send documents to the tenant by registered mail of \$10.50.

### **The tenant's rebuttal**

*Painting* – the tenant testified that he did hang a lot of art work on the walls and did hang shelves. The tenant testified that after the landlord had painted some walls in 2011 the tenant did not hang anything on the freshly painted walls in the hallway, master bedroom or bathroom. The tenant testified that he is now aware that the tenancy agreement states only two holes per wall. When the tenant moved into the unit there was filler on the walls which was not sanded and the walls were blotchy. This is documented on the move in inspection report. The tenant testified that he hung his art work over these marks. The tenant agreed that after the landlord had painted some walls in 2011 he did hang art work on the wall in the second bedroom and put up some shelving. In total there were only eight holes for shelving and two other holes for art

work. The tenant disputed the landlord's claim and testified that after all this time the landlord would have had to have painted the unit.

*Flooring* – The tenant agrees that an area of one foot by eight inches was damaged by the cat litter box and the tenant is willing to take responsibility for this. The tenant testified that the damage to the floor from his office chair is normal wear and tear and the living room floor was scratched when he moved into the unit as shown on the move in condition inspection report. The smaller bedroom also had a green mark on the floor which was also documented when he moved in. the tenant testified that the landlords claim is excessive but he is willing to allow the landlord to keep \$200.00 of his security deposit for the damage caused by the cat litter box.

*Plumbing* – the tenant testified that the bathroom sink drain did become clogged during his tenancy. The tenant undid the trap under the sink and tried to snake the pipe. When he did this the sink slid off the countertop. The tenant testified that he panicked at this point and did not use the sink again for a year. The tenant agreed he did call a friend who is a handyman to come and fix the sink. He had to scrape of the old caulking and replaced the sink with new caulking and unblocked the pipe. The tenant testified that the landlord's photographs show spider cracks underneath the sink around the drain but these cracks could have already been there at the start of the tenancy as the bottom of the sink was not documented.

The tenant testified that any scratches on the kitchen sink were normal wear and tear. The sink was only used in a normal manner for washing dishes. The tenant testified that the drain in the tub was a nipple type drain with screws that hold it in. The screw area had snapped off and it had limited movement. The tenant did inform the landlord of this and just purchased a rubber stopper. This matter was already dealt with in a hearing held in November, 2014.

The tenant disputed that he caused a blockage to the plumbing in the building. The tenant testified that he was at work when he received text messages from the landlord saying water was pouring in his unit and she wanted him to open the door. The tenant testified that he had to leave work and come home but found no water in his unit. The landlord was in the basement and said a pipe had burst and accused the tenant of blocking the pipes. The tenant disputed that he put food items down the sink and did not wash his hair at the sink. The tenant also testified that he did not refuse access to his unit or his storage locker as he was not home at the time.

*Toilet seat* -- The tenant testified that the toilet seat cover located over the screw had snapped off. The toilet seat was not left dirty and had been scrubbed. The tenant

agreed that he did not do a deep clean of the bathroom but the landlord's photographs were taken before the tenant moved out when she used them for another hearing. The landlord is now producing the same pictures again.

*Bead Chain* – the tenant testified that the move in inspection report states that the exhaust fan was not working. The tenant agreed that there was a chain hanging from it but it was never used as the fan did not work and he has no idea how the chain would have got broken.

*Miscellaneous repairs* – the tenant disputed the landlord's claim that she spent over two hours doing repairs. The tenant testified that he did leave a small amount of tape on a wall.

*Cleaning* – The tenant testified that the unit was left responsibly clean. The tenant testified that he had three people helping him clean the unit when he was moving out. All areas were cleaned; however, the bathroom and living room were only given a light clean and they may not have cleaned behind the fridge. The tenant agreed the landlord gave him the option to come back to clean but as their relationship was exasperated he said no.

*Light bulbs* – the tenant testified that he bought light bulbs for the unit and was not made aware that there were specific bulbs for the bathroom.

*Range filter* – the tenant testified that when he first moved into the unit there was not a range hood fan. The landlord installed one later in 2008. The tenant agreed that he did not change the filter and was not aware he had to do this. The tenant does not dispute the landlord claim for \$9.18 and requests the landlord keep this from his security deposit.

*Countertops* – The tenant testified that there was no damage to the countertop in the bathroom. The edge on the second counter top in the kitchen had broken off due to normal wear and tear. This was the only damage to that counter top and the move in inspection report notes damage and a burn.

### **Loss of Rent**

The tenant testified that the unit did not have a cat urine smell but agreed there was a stain on the floor from the litter box. The tenant referred to his reference letters which state that the unit was normal in comparison to the rest of the building. The tenant testified that the landlord must expect to make some repairs after a tenancy of nine years from normal wear and tear.

The tenant testified that he did cause some damage to a door frame after his daughter had locked herself in the bathroom the tenant had to force his way in and this splintered the door frame. The tenant agreed the landlord could keep \$100.00 of his security deposit for this work.

The landlord testified that all repainted walls were damaged even after the tenant agreed not to fix things to the new paint. The walls that were blotchy when the tenant moved in occurred when the landlord had attempted to paint some damaged areas and the paint did not dry in the same colour. The landlord testified that the tenant did not have to come home from work the day the plumber was there to unblock pipes in the building. The plumber and landlord both heard the tenant in his unit. The landlord disputed that she took any of her photographs a year ago all photos were taken when the tenant was present at the end of the tenancy. The landlord testified that the damaged door frame comes with a door and would be \$500.00 to replace with a carpenter's charge to come out. The cost to replace the frame is included in the cost for the hardwood floor repair as the same contractor did that repair when he did the flooring and is mentioned in his letter to the landlord provided in evidence.

### Analysis

I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the *Act* or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;
- Proof that the claimant followed S. 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the *Act* on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

With this test in mind I will deal with each separate issue claimed by the landlord. With regard to the landlord's claim for painting, I have reviewed the evidence before me and



find the landlord's evidence is inconclusive regarding which walls the tenant hung art work on after certain walls were repainted in 2011. It is important to note that where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence the party with the burden of proof has not met the onus to prove their claim and the claim fails. However, the tenant did agree that he did hang some shelving and two pictures on the walls that had been freshly painted after 2011 to this end I find the tenant did not comply with the terms of the tenancy agreement as outlined above and the landlord incurred some expense to have these holes filled, sanded and repainted. I therefore find the landlord's claim will be limited to **\$200.00** for labour and **\$100.00** for paint supplies.

With regard to the flooring – I am satisfied from the evidence before me that the tenant's cat litter box did cause damage to the floor. This staining appears to have occurred from wetness settling under the box which in this area I can only assume is cat urine. When pet urine soaks into a floor it is almost impossible to remove that staining or odour from cleaning alone and I am therefore satisfied that this section of the flooring would have to be replaced. Furthermore, although I can see from the move in inspection report that the floor did suffer from some scratches the parties agreed that further scratches occurred because of the tenant's office chair. While this may not have been done intentionally by the tenant, the fact remains that these additional scratches occurred because the tenant did not protect the flooring from his office chair. I have taken into account the age of the floor and while the landlord testified that it was in a good condition at the start of the tenancy it clearly was not as it was already scratched. Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. I refer the parties to the Residential Tenancy Policy Guidelines #40 which states that the useful life of a hardwood floor is 20 years. While I accept that the landlord only replaced a portion of the floor and then finished off the rest of the floor to remove scratches and restore the entire floor to the same colour I do have to take into account two things. First that the floor was already damaged and second that the floor has a useful life of 20 years and this flooring was 30 years old. Consequently, because the landlord mitigated the loss by only replacing a section of the floor and refinishing the floor I have limit the landlord's claim to **\$800.00**.

With regard to the landlord's time and labour to deal with the flooring; I find this is a cost of doing business as a landlord; in order to mitigate the loss the landlord should obtain quotes for work to be completed and should be available to let trades people into the property and to organize payments. The landlord's claim for \$75.00 is therefore dismissed.

With regard to the damaged door frame; the tenant agreed this damage occurred when he had to break into the bathroom. The tenant offered to pay \$100.00 for this damage as the landlord did not replace the frame. The landlord testified that if she had to get carpenters in to do this work it could cost \$500.00 or more. The landlord also testified that the contractors who did the flooring puttied the door frame damage. The letter from the flooring company clearly shows that the door frame was damaged and that the contractors did this work; however, there is no breakdown for this work on the invoice from the flooring company. I find therefore the landlord is entitled to recover **\$100.00** from the tenant.

With regard to the plumbing and drainage; I am satisfied that the tenant did remove the plumbing in the bathroom to unblock the pipe. A tenant should not attempt to undertake this kind of work without the landlord's approval. I have reviewed the plumber's invoice and this states that he has charged \$1,000.00 for plumbing work in unit three. The landlord's video evidence shows that the tenant agreed his handyman glued down the sink in the bathroom and the landlord testified that this damaged the laminate when the sink was taken off. While I am not satisfied that the sink in the kitchen was damaged through the tenant's actions or neglect but rather through normal wear and tear in the tenancy of nine years; this sink did have to be removed and replaced when the damaged work top was replaced. Furthermore, the drain plug in the bath was broken during this tenancy and there is insufficient evidence to show the tenant notified the landlord of this damage and I can only conclude it occurred through the tenant's actions or neglect. Consequently, I find the landlord has met the burden of proof in this matter for plumbing work and while I find the cost excessive, the invoice clearly states that this was the charge made by the plumber. The landlord is therefore entitled to recover **\$1,000.00** for plumbing work.

With regard to the additional plumbing work in the building; there is sufficient evidence that this blockage occurred because a large clump of hair and debris was removed from the drain directly under the tenant's unit. Whether or not the tenant was home at the time should not be relevant in this matter as when the landlord has to carry out an emergency repair for the protection of life or property the landlord is entitled under s. 29(1)(f) of the *Act* to enter a tenant's unit without proper notice being provided. The plumber's invoice clearly states that while the plumbing work was going on the tenant continued to run water in his unit which flooded the basement. The plumber has also written that the cause of the blockage was hair and debris from unit 3. Consequently, I find in favor of the landlord's claim to recover **\$378.00**

With regard to the bathroom sink, while I accept the tenant's handyman did glue the bathroom sink back down, glue is something that can be removed, and the landlord's

claim to replace the sink centers on the cracks around the drain hole underneath the sink. There is insufficient evidence from the landlord to show that these cracks were caused when the tenant or his handyman dealt with the pipework under the sink and that they did not occur previously when the sink was put in in 2005. Furthermore, the useful life of a sink is 20 years and this sink is therefore halfway through its useful life. I find the landlord has not met the burden of proof in this matter and this section of her claim is dismissed.

With regard to the landlord's claim for her labour to deal with the plumbing; again as mentioned above this work of sourcing and purchasing a sink and dealing with contractors and payment is the cost of doing business as a landlord. Consequently, this section of the landlord's claim is dismissed.

With regard to a new toilet seat; the tenant agreed the back cover on the screw had snapped off and claims this is normal wear and tear. The landlord testified that the seat was damaged and left filthy. I have considered the evidence before me and find that the damage shown is the cover on the screw that holds the toilet seat in position, In my experience these covers do snap off over time and as this toilet seat was purchased in 2005 it is likely that through normal wear and tear the plastic cover did snap off. It is therefore my decision that the landlord has not met the test that this damage occurred through the tenant's actions or neglect and this section of the landlord's claim for the replacement costs associated with the toilet seat are dismissed.

With regard to the bead chain; the tenant agreed this bead chain was in place at the start of the tenancy although the fan did not work. If this chain was broken at the end of the tenancy then somehow it became broken during the tenancy. I will therefore allow the landlord's claim to replace the chain of **\$13.01**; however, the remainder of the landlord's claim is the cost of doing business as a landlord.

With regard to miscellaneous repairs; the landlord has claimed she spent two hours and 45 minutes doing repairs to the toilet seat, removing tape, removing a chain and replacing the fan filter. As this claim is for the landlords actual labour costs and time spent rectifying these issues I will allow this claim in part. As I have dismissed the landlord's claim for the toilet seat then I will not allow any associated labour costs for the toilet seats removal and replacement. I will however allow some costs for removing tape from the walls, removing a broken door chain and replacing the fan filter. The landlords claim for \$30.61 an hour is extreme. The landlord is not a qualified contractor and therefore I limit the landlord's claim to an amount of **\$45.00**.

With regard to cleaning, the tenant testified that he had cleaned the unit and left it reasonably clean, however, only a light clean was done to the bathroom and living room. Having reviewed the landlord's documentary evidence in the form of the move out inspection there are only a few areas detailed as dirty. The landlord's photographic evidence shows more details such as dirty blinds, the bathroom floor around the toilet, areas of the kitchen and floors and I am satisfied that these photographs were taken at the end of the tenancy as they compare to the move out report. Section 32 of the *Act* states that the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. From the evidence before me I find the tenant did not leave the rental unit reasonably clean and therefore I find in favor of the landlord's claim for cleaning of **\$270.00**.

With regard to light bulbs, I am satisfied that the tenant used mismatched light bulbs in the bathroom. Often lighting fixtures that use specialized bulbs should not be fitted with other types of bulbs for safety purposes and for the overall appearance of the fixture. While the landlord may not have specified this to the tenant, it would be reasonable for the tenant to see the burnt bulbs and replace them with the same bulbs. Consequently, I find the landlord has met the burden of proof in this matter and I find in favor of her claim for **\$6.96**.

With regard to the range filter; the tenant has agreed the landlord may deduct this cost from his security deposit. I therefore find in favor of the landlord's claim for **\$9.18**.

With regard to the landlord's claim for countertops in the kitchen and bathroom; I am satisfied from the evidence before me that the countertop in the bathroom was damaged when the tenant's handyman used glue to put the sink back into place, when the sink was removed the glue caused damage to the counter top and resulted in this counter top having to be replaced. The landlord agreed this counter was new in 2005. With regard to the countertop in the kitchen, the landlords move in inspection notes shows that the countertop had previous staining on the left hand countertop and the right hand countertop had two holes. The landlord's move out inspection report shows that the countertop is damaged (two spots) but does not specify if this damage is the right or left hand counter top. The landlord's photographic evidence shows discoloration on the countertop and shows some of the laminate removed on the right-hand countertop. While I accept this tenancy ran over a period of nine years and the landlord must expect some wear and tear, this counter top already had two holes on it and was new in either 2005 or 2004. The useful life of a countertop is recorded as 25 years. Consequently, I must limit the landlord's claim for the cost of the countertops to **\$350.50**.

With regard to the landlord's claim for a loss of rent for September; I am satisfied that some work had to be done in the unit that was the responsibility of the tenant in order to make the unit suitable for rental to new tenants. I also accept that due to the scope of this work it could not be started while the tenant still occupied the unit. As I have found that the tenant is responsible for some of the work such as the flooring and some painting, cleaning and countertop repairs, I am satisfied that this work took time to get estimates, engage contractors and to complete the work in a timely manner. As the tenant did not comply with s. 32 of the *Act* regarding cleaning and making repairs prior to the end of the tenancy; It is my decision that the landlord completed this work in a timely manner to mitigate the loss before she could re-rent the unit. Consequently, I find the landlord is entitled to recover a loss of rent for September to an amount of **\$1,450.00**.

I Order the landlord to keep the tenant's security deposit of **\$500.00** plus accrued interest of **\$15.66** pursuant to s. 38(4) (b) of the *Act*.

As the landlord's claim has some merit I find the landlord is entitled to recover the filing fee of **\$100.00** pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Labour for painting	\$200.00
Painting supplies	\$100.00
Flooring repair	\$1,000.00
Plumbing issues	\$800.00
Additional plumbing	\$378.00
Bead Chain	\$13.01
Door frame	\$100.00
Miscellaneous repairs	\$45.00
Cleaning	\$270.00
Light bulbs	\$6.96
Range filter	\$9.18
Counter tops	\$350.50
Loss of rent for September	\$1,450.00
Filing fee	\$100.00
Less security deposit and accrued interest	(-515.66)
Total amount due to the landlord	\$4,306.99

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$4,306.99**. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia 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: March 17, 2016

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Residential Tenancy Branch