



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$4680 for damage to the rental unit
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicants and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered including the oral testimony of the parties at the hearing, the photographs of the damage and documents presented.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on November 19, 2015. The Act provides that it is deemed received 5 days after mailing..

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on October 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$1350 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$650 at the start of the tenancy.

The tenants failed to pay the rent for November. The landlords obtained an Order for Possession, a monetary order and an order to retain the security deposit in a previous hearing.

Landlord's Application - Analysis

The Residential Tenancy Act provides 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. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlords' claims I find as follows:

- a. I determined the landlords are entitled to \$33.58 for the cost of replacing the door locks as the keys were not returned.
- b. I determined the landlords are entitled to \$136.75 for the cost of removing garbage to the dump. The landlord made 4 separate runs to the dump as there were many abandoned items
- c. The landlords claimed the sum of \$99.22 for the cost of paint. The Policy Guidelines provide that an internal paint job is expected to last 4 years. However the photos show significant damage over and above reasonable wear and tear. I determined the landlords are entitled to \$50 for the cost of paint.
- d. I determined the landlords are entitled to \$1.07 for the cost of a doorstep.
- e. I determined the landlords are entitled to \$64.67 for the cost of door stops, light bulbs, shower and wall flange, register covers.
- f. I determined the landlords are entitled to \$18.78 for the cost of curtain material.
- g. I determined the landlords are entitled to \$10.77 for the cost to replace trim and cover caps.
- h. I determined the landlords are entitled to \$200 for the cost of purchasing a second hand stove.
- i. I determined the landlords are entitled to \$210.49 for the cost of replacing a broken window and screen.
- j. I determined the landlords are entitled to \$127.17 for the cost of renting a sander.
- k. I determined the landlords are entitled to \$104.18 for the cost of oil for fixing the damaged hardwood floor.
- l. I determined the landlords are entitled to \$46.68 for the cost of rags and grout maximizer.
- m. I determined the landlords are entitled to \$227.75 for the cost of cabinets/shelves light bulbs, ranger filters and supplies.
- n. I determined the landlords are entitled to \$20.14 for the cost of curtain material.
- o. I determined the landlords are entitled to \$7.81 for the cost of caulking the downstairs bathroom.

- p. I determined the landlords are entitled to \$128 for the cost of grass seed.
- q. I determined the landlords are entitled to \$1785 for the labour cost of work undertaken by the landlords. The landlord kept a detailed record on a daily basis of the work completed and charged for 119 person hours at \$15 per hour. The amount charged is reasonable given the damage.
- r. The landlords claimed \$1600 for price they incurred to pay a contractor. The contractor charged for 80 hours of work at \$20 an hour. Fifteen hours of the work is for yard maintenance, the cost to replace tiles in upstairs bathroom, repair grout in upstairs bathroom and kitchen and sewing of curtains. The landlord is entitled to be fully compensated for this work totaling \$300. The balance of the work or the sum of \$300 is for painting. I determined the landlord is entitled to recover \$650 which half of the painting work as the balance is for reasonable wear and tear. I determined the landlord is entitled to \$950 reimbursement from the tenants of the cost of this invoice.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$4122.84 plus the \$50 filing fee for a total of \$4172.84.

Conclusion

I ordered that the Tenants pay to the Landlord the sum of \$4172.84.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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 13, 2016

Residential Tenancy Branch