



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES (B.C.) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, MND, FF

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 attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's agent's testimony is as follows. The tenancy began on October 1, 2012 and ended on October 31, 2015. The tenants were obligated to pay \$2195.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1097.50 security deposit and \$1097.50 pet deposit. The agent stated that the tenants installed 12 pot lights in the ceiling that were not "IC rated thus putting the property in danger and threat to the occupants". The agent stated that it cost the landlord \$747.60 to remove the lights and have an electrician install the proper lights.

The agent stated that the tenant damaged a dining room light switch that required the landlord to hire an electrician to repair the switch and the wiring in the amount of \$105.00.

The tenants gave the following testimony. The tenants stated that they received the landlord's permission to install the pot lights. The tenants stated that the landlord was so happy with them that she paid for the materials and that the tenants did the work for free. The tenants stated that the landlord did not specify that the lights had to be of any certain grade or level. The tenants stated that when the landlord advised them that the

lights were not "IC rated", they offered to remove them and to return the suite to its original condition, but were denied by the landlord.

The tenants stated that they agree with the claim for \$105.00 to repair the light switch and wiring in the dining room.

Analysis

Section 67 of the Act states that 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 all four of 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.

I address the landlords' claims and my findings as follows.

1. Remove Pot lights and repair. \$747.60.

The agent stated that the landlord granted the tenants request to install pot lights but did not install "IC rated" lights that put the property and occupants at risk. The agent was unable to explain what IC lights were and what the danger to the property or occupants is. The tenants stated that they bought the lights at Home Depot upon the recommendation of the staff for this application. The tenants also offered to remove the lights at their own cost to which the landlord denied. The agent has not satisfied me that the lights were of such a danger that it required them to be removed. Also, the agent has not provided any documentation from the electrician to show what if any danger they were to the property or the occupants. Based on the insufficient evidence before me, I dismiss this portion of the landlords claim.

2. Fix wiring and light switch in the dining room - \$105.00.

The tenant agrees with this claim, accordingly I find that the landlord is entitled to \$105.00.

The landlord is also entitled to the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$155.00. I order that the landlord retain \$155.00 from the security deposit in full satisfaction of the claim. The landlord is to return the remaining \$2040.00 of the deposits to the tenant. I grant the tenant an order under section 67 for the balance due of \$2040.00. 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: June 07, 2016

Residential Tenancy Branch