



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on December 11, 2015 (the "Application").

The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): a monetary order for damage to the unit, site, or property; a monetary order for unpaid rent or utilities; and a monetary order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf. The Tenants attended the hearing on their own behalves. All parties giving evidence provided their solemn affirmations.

The Tenants acknowledged receipt of the Landlord's Application and supporting evidence by registered mail in or about December 2015. The Landlord acknowledged receipt of the Tenant's evidence by registered mail. No issues were raised with respect to the parties' evidence.

The parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

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.

Issues to be Decided

1. Is the Landlord entitled to a monetary order granting compensation for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to recover the filing fee for the Application?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted with the Tenants' documentary evidence. It confirmed a fixed-term tenancy for the period from January 15, 2014 to December 21, 2014. Thereafter, the tenancy continued on a month-to-month basis. Rent in the amount of \$4,500.00 per month was due on the first day of each month.

The Landlord claimed for damage to carpets and flooring, for recovery of the cost of enclosing part of the garage, and for unpaid utilities. I will address each in turn.

Carpet

The Landlord claimed reimbursement of \$168.00 for damage to the carpet in the rental unit.

The Tenants acknowledged the carpets had to be cleaned at the Landlords expense and agreed to pay this amount.

Flooring

The Landlord claimed \$1,731.16 as the Tenants' share of the cost to replace flooring he submitted was damaged by the Tenants. The Landlord included photographic evidence depicting scratches in the hardwood flooring.

The Landlord stated that no repairs have been completed, and that the flooring has not been replaced.

In reply, the Tenants stated the Landlord has sold the property. Upon being questioned, the Landlord suggested the property was sold in June 2016. However, the Tenants submitted oral testimony suggesting the property was sold in August 2015. The Landlord agreed.

Garage

The Landlord claims \$690.00 for one-half the cost of enclosing the garage at the rental property. A quote was provided by the Landlord with his documentary evidence.

The Tenants replied by acknowledging an agreement to share the expense of enclosing the garage. However, the Tenants testified they were to have control over the construction. The Tenants provided the Landlord with a proposal, including drawings, but there was no further discussion.

The Tenants gave oral testimony they were not consulted further regarding the enclosure, and that on arrival at the rental unit what was built was not what was anticipated. Rather, the

enclosure was more like a gate. As a result, water and racoons damaged some of the Tenants' belongings.

Utilities

The Landlord claimed \$963.66 in unpaid utilities for the period from October 1, 2014 to June 30, 2016. He has submitted two invoices in support.

The Tenants provided a detailed explanation and calculation, in which they agree with \$584.00 of the Landlord's claim.

Analysis

Based on the Landlord's affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 67 of the *Act* permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the Act, the regulations or a tenancy agreement.

Carpet

The Tenants agree to pay \$168.00 for the cost of carpet cleaning incurred by the Landlord.

Flooring

The Landlord claimed \$1,731.16 for what he says is the Tenants' share of the cost of replacing hardwood flooring, but acknowledged he did not do any repairs or replacement, and that the rental property sold in August 2015.

I find there is insufficient evidence to conclude the damage to the flooring, if caused by the Tenants, resulted in a decreased sale price. Accordingly, I decline to grant the Landlord the amount sought.

Garage

The Landlord claimed \$690.00 for the cost of enclosing the garage. The Tenants submitted they did not get what they anticipated, and that some of their belongings were damaged as a result.

I find the Landlord constructed something other than what was being contemplated by the Tenants, and that some of the Tenants' belonging were damaged as a result. Accordingly, I decline to grant the Landlord the amount sought.

Utilities

The Landlord claimed \$963.66 for unpaid utilities. The Tenants agreed they owed \$584.00 of this amount.

On consideration of the oral testimony, documentary evidence, and written submissions of the parties, I accept the calculation provided by the Tenants and find the Landlord is entitled to \$584.00.

I grant the Landlord a monetary order in the amount of \$752.00 (\$168.00 + \$584.00). As the Landlord's Application was only partially successful, I decline to grant an order that he recover the filing fee.

Conclusion

The Landlord is granted a monetary order in the amount of \$752.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 11, 2016

Residential Tenancy Branch