



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant states that no photos were provided from the Landlord. The Landlord states that he cannot recall if he sent the Tenants copies of the photos. Rule 3.14 provides that copies of all evidence to be relied upon at a hearing must be received by the Respondent. As the Landlord has not provided any evidence of service of the photos on the Tenant I find that the Landlord may not rely on this evidence for the hearing and I decline to consider this evidence.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on February 1, 2005 and ended on May 30, 2015. In a previous Decision dated November 19, 2015 the Landlord was ordered to return the security deposit of \$697.50 to the Tenant and the Tenant was given a monetary order for this amount. No move-in or move-out condition report was completed.

The Landlord states that he believes that the security deposit was returned. The Tenant states that it was not returned.

The Landlord states that the Tenant left the unit with damages to the walls, door frames, baseboards and mouldings. The Landlord states that the damage was made by the

children who used wheelchairs in the unit. The Landlord states that while he was aware of the wheelchairs he could not refuse their presence or have the Tenants move out. The Landlord states that instead of purchasing premade items he purchased the materials and made the items to save money. The Landlord claims \$224.89 as follows:

- \$51.41 for a door frame in one of the children's' bedrooms;
- \$12.30 for putty and wood filler for the dents, scratches and holes in the walls;
- \$20.25 +17.38 to make casings and chair rails to replace damaged casings and rails;
- \$14.72 for the cost of paint;
- \$37.70 for the cost of lumber to make wainscotings; and
- \$40.28 and 30.85 for the cost of lumber to make mouldings.

The Landlord states that an exterior cedar door was damaged by the Tenant's dogs. The Landlord states that the door is as old as the unit built around 1978. The Landlord states that the door has not yet been replaced. The Landlord claims an estimated \$1,736.00 for the replacement cost and \$300.00 as the estimated cost to install the door. The Tenant agrees that the door had some damage caused by the dogs but that it still worked as a door.

The Landlord states that all the bi fold doors in the unit had been removed by the Tenants and in some areas shelves had been put in place. The Landlord states that he may or may not replace the doors and claims \$665.18 for the replacement costs. The Landlord states that he will do the work himself to place the doors. The Tenant states that the doors were left in the storage room in the unit and that the Landlord built the shelf organizers.

The Tenant states that throughout the tenancy the Tenant did improvements to the unit without asking for compensation from the Landlord. The Tenant states that the damage to the unit caused by the wheelchairs is normal wear and tear and to be expected where wheelchairs are used. The Tenant states that the children obtained motorized wheelchairs within a year of the start of the tenancy. The Tenant states that, in addition to other acts to reduce damage, they put the wainscoting in the unit along with 2x4's to cover high traffic areas.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for

damage or loss that results. The Landlord's evidence of damage to the unit was persuasive and I note that the Tenant did not dispute most of the damages by the wheelchairs. While the Tenant states that this is normal wear and tear when a unit is occupied by a wheelchair, and while I would agree that damage can be expected, I cannot agree that the Landlord must be responsible for the damage. As a result I find on a balance of probabilities that the Tenant left the unit with damages and given the receipts I find that the Landlord has substantiated the claim to **\$224.89**.

RTB Policy Guideline #40 provides that the useful life of an exterior door is 20 years. As the cedar door is approximately 38 years old I find that there is no longer any useful life in the door and therefore no value. As there is no value left to the door I find that the Landlord has suffered no loss and I dismiss the claim to replace the door. As the Landlord states that they may not replace the bi fold doors and as the Landlord did not dispute the Tenants evidence that the doors were left at the unit I find that the Landlord has no substantiated the costs to replace the doors and I dismiss this claim.

As the Landlord's application has met with success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$324.89**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$324.89**. If necessary, 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: September 21, 2016

Residential Tenancy Branch