



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW HEARING DECISION**

Dispute Codes      MNSD, MNR, MNSD, FF

### Introduction

This hearing was conducted as a result of the landlords being successful in their Review Consideration Application. The original decision and order was in favour of the tenant, has been suspended pending the outcome of this hearing. The original application was filed by the landlords seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. This hearing will address those claims. Despite having been served with the application for dispute resolution and notice of review hearing by registered priority overnight post on September 9, 2016, the tenants did not participate in the conference call hearing. I am satisfied that the tenant was made aware of today's hearing and was conducted and completed in their absence. The landlords gave affirmed evidence.

### Issue to be Decided

Should the original decision and order be confirmed, set aside or amended?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 18, 2014 and ended on December 31, 2015. Move in and move out condition inspection reports were conducted in writing with both parties present. The tenants were obligated to pay \$925.00 per month in rent plus 25 % of the utilities and at the outset of the tenancy the tenants paid a \$462.50 security deposit and a \$300.00 pet deposit. The pet deposit was returned on January 14, 2016. The landlord is seeking the costs of unpaid utilities, replacement of a range hood that the tenant damaged, yard maintenance costs, installation of a bathroom blind, pest control costs and the filing fee.

The landlord is applying for the following:

1.	Utilities	\$166.92
2.	Range hood	\$92.79
3.	Yard Maintenance	\$105.00
4.	Install Bathroom blind	\$15.00
5.	Pest Control	\$40.00
6.	Filing fee	\$100.00
	Total	<b>\$519.71</b>

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

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.

#### 1. Utilities – \$166.92

The landlord provided a copy of the tenancy agreement that reflects that the tenants were responsible for 25% of the utilities costs and the bills to support this claim. Based on the documentation before me, the landlord has provided sufficient evidence to prove this claim and I find that they are entitled to \$166.92.

#### 2. Range Hood - \$92.79

The landlord stated that the range hood was installed just prior to the tenant moving in. Shortly after the tenant moved in she advised it was damaged and needed new fan blades. After making numerous attempts to access the unit to repair the item in a timely manner, the tenant finally agreed to allow the landlord access to make the repair 3

months later. Upon replacing the hood fan the landlord observed that the damage was well beyond wear and tear of a three month old fan and that the tenant had caused the damage along with removing the fridge and stove without his permission. The landlord also observed many other electrical deficiencies in the unit that were not present at move in. Based on the undisputed testimony before me, the receipts submitted and on a balance of probabilities I find that the damage was well beyond wear and tear and that the tenant is responsible for the replacement of the newly installed range hood. The landlord is entitled to \$92.79.

3. Yard Maintenance - \$105.00.

The landlord submitted the tenancy agreement that reflects that the tenant is responsible for yard maintenance. The landlords stated that the tenant left the weeding, cutting of grass, edging, raking and overgrown bushes all unattended at move out. The landlord stated he cleaned the area himself and took him 3.5 hours and seeks \$30.00 per hour labour for his work. I find that the hourly rate sought is reasonable. The landlord submitted the copy of the condition inspection report to support this claim. Based on the documentation before me, the undisputed testimony of the landlords and on a balance of probabilities I find that the landlords have provided sufficient evidence to support this claim and are entitled to \$105.00.

4. Re-installation of Bathroom Blind - \$15.00.

The landlord stated that he spent over a half hour reinstalling the hardware and the slats in the blinds. The landlord stated that for some unexplained reason the tenant removed the blind but didn't put it back up. The landlord submitted the copy of the condition inspection report to support this claim. Based on the documentation before me, the undisputed testimony of the landlords and on a balance of probabilities I find that the landlords have provided sufficient evidence to support this claim and are entitled to \$15.00.

5. Pest Control - \$40.00

The landlords stated that on October 23, 2015 the tenant advised that the suite had a mice infestation. The landlord stated that he had a professional pest control company attend on October 29, 2016. The tenant initially refused to allow the technician access but eventually conceded. The tenant told the landlord that the mice were not in her suite as she originally claimed but were around the exterior of the home. The landlord stated that he later found out that she removed all the bait and traps from her suite. The landlord stated that the invoice from the pest control company clearly shows that there were no mice in her unit or around the property and that the call to have the technician

was unnecessary and frivolous. The landlords stated that they paid \$262.50 for the service call but are only asking for \$40.00 from the tenant. The landlords stated that they are not trying to hurt anyone but do feel that a small charge should fall on the tenant. I agree with the landlords that the call was unnecessary. Based on the testimony of the landlords and the supporting documentation, I find the amount sought very reasonable, accordingly; the landlords are entitled to \$40.00.

As the landlords have been successful in this application they are entitled to the recovery of the \$100.00 filing fee.

### Conclusion

The original decision and order dated August 8, 2016 are set aside. They are of no effect or force.

The landlord has established a claim for \$519.71. I order that the landlord retain the \$462.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$57.71. 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 15, 2016

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Residential Tenancy Branch