



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for a monetary order for damage to the unit, site or property, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and two agents for the landlord (the "agents") appeared at the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing.

Neither party raised concerns regarding documentary evidence.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on May 1, 2012 and reverted to a month to month tenancy after April 30, 2013. Monthly rent in the amount of \$1,100.00 was due on the first day of each month and did not increase during the tenancy. The tenant paid a security deposit of \$550.00 which the landlord continues to hold which has accrued no interest to date.

The parties agreed that the tenant vacated the rental unit as of April 4, 2016.

The landlord's monetary claim is comprised as follows:

ITEM #	ITEM DESCRIPTION	AMOUNT
1	Replacement of fridge door	\$500.79
2	Move out fee	\$100.00
3	Cleaning	\$230.00
4	Burnt out lightbulb replacement	\$40.23
<b>TOTAL</b>		<b>\$871.02</b>

Item 1 is for \$500.79 for the replacement cost of the stainless steel fridge door. A copy of the condition inspection report was submitted in evidence. At the start of the tenancy the appliances are indicated as satisfactory condition. The tenant confirmed that the photos submitted in evidence reflected the condition of the fridge door at the end of the tenancy. There are many dents shown on the stainless steel fridge door. The landlord submitted a quote in evidence to support that the cost to replace the fridge door will be \$524.71 with taxes. The landlord has applied for \$500.79.

Item 2 is for \$100.00 to recover the cost of the move out fee. The agent referred to a signed Form K document that was not submitted in evidence by the landlord. The agent then referred to section 38 of the tenancy agreement in reference to the Form K. This portion of the landlord's claim was dismissed during the hearing, as I find the landlord failed to meet part of one of the test of damages or loss which is described later in this Decision. The landlord failed to provide a copy of the Form K document signed by the tenant to support this portion of their claim.

Item 3 is for \$230.00 for cleaning costs. The agent referred to the condition inspection report which the agent stated supports that the rental unit was not left in a reasonably clean condition at the end of the tenancy and was indicated as "dirty" in many areas of the rental unit. The agent submitted in evidence several colour photos which the agent stated supports that the rental unit was dirty at the end of the tenancy. The agent also submitted a copy of an email from N.T. who writes that she spent 6 hours at \$30.00 per hour to clean the rental unit.

Item 4 is for \$40.23 for the replacement of burnt out lightbulbs that required replacement at the end of the tenancy. The agent submitted a copy of an invoice which is in the

amount of \$40.23 including tax. The condition inspection report indicates “1 bulb out” even though the invoice indicates a total of 11 lightbulbs. The tenant stated that lightbulbs would burn out regularly during the tenancy and that she was continuously changing lightbulbs.

The tenant testified that she did not agree to any portion of the landlord's monetary claim.

### Analysis

Based on the documentary evidence and testimony of the parties, and on the balance of probabilities, I find the following.

#### Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the tenant. Once that has been established, the landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the landlord did what was reasonable to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

**Item 1** – The landlord has claimed \$500.79 for the replacement cost of the stainless steel fridge door. I am satisfied that the landlord has met the burden of proof as the

tenant confirmed that the damaged fridge door shown in the photos reflected the condition of the fridge door at the end of the tenancy. I also note that the fridge was described as “satisfactory” in the condition inspection report at the start of the tenancy. Therefore, I grant the landlord **\$500.79** as claimed for this portion of their claim.

**Item 2** – As mentioned above, this item was dismissed during the hearing as I find the landlord has failed to meet part one of the test for damages or loss. The landlord failed to submit in evidence a copy of the Form K document signed by the tenant.

**Item 3** – The landlord has claimed \$230.00 for cleaning costs. I have carefully reviewed the photographic evidence and condition inspection report and I find the landlord has met the burden of proof for this portion of their claim. I find that the tenant breached section 37 of the *Act* which states:

**Leaving the rental unit at the end of a tenancy**

**37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) **When a tenant vacates a rental unit, the tenant must**

(a) **leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and**

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

[my emphasis added]

I have also considered the email from N.T. who indicates that she spent 6 hours at \$30.00 per hour to clean the rental unit. Therefore, I grant the landlord **\$230.00** as claimed for this portion of their claim.

**Item 4** – The landlord has claimed \$40.23 for the replacement of burnt out lightbulbs. According to Residential Tenancy Branch Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises, the tenant is responsible for the replacement of lightbulbs in the rental unit during the tenancy. I have also considered the condition inspection report which only indicates that one lightbulb was burnt out. Therefore, given that the invoice of \$40.23 was for 11 lightbulbs, I have divided \$40.23 by 11 and have rounded up to \$3.66 per lightbulb. I find the landlord has met the burden of proof for one lightbulb. I am not satisfied that the landlord has proven that the most expensive

lightbulb on the list was the lightbulb that was burnt out. Therefore, I grant the landlord **\$3.66** for this portion of their claim as described above.

Regarding the filing fee, as the landlord's application was mostly successful I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**.

The landlord continues to hold the tenant's security deposit \$550.00 which has accrued \$0.00 since the start of the tenancy.

**Monetary Order – I find** that the landlord has established a total monetary claim in the amount of **\$834.45** and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit as follows:

ITEM #	ITEM DESCRIPTION	AMOUNT CLAIMED	AMOUNT GRANTED
1	Replacement of fridge door	\$500.79	\$500.79
2	Move out fee	\$100.00	\$0.00 (dismissed)
3	Cleaning	\$230.00	\$230.00
4	Burnt out lightbulb replacement	\$40.23	\$3.66
<b>SUBTOTAL</b>			<b>\$734.45</b>
Plus Recovery of Cost of Filing Fee			<b>\$100.00</b>
<b>TOTAL</b>			<b>\$834.45</b>

**I authorize** the landlord to retain the tenant's full security deposit of \$550.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenant to the landlord in the amount of **\$284.45**.

### Conclusion

The landlord's claim is mostly successful.

The landlord has established a total monetary claim of \$834.45. The landlord has been authorized to retain the tenant's full security deposit of \$550.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act* for the balance due by the tenant to the landlord in the

amount of \$284.45. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 17, 2016

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Residential Tenancy Branch