



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DAYSGONEBY.ORG LAND STEWARDS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee from the tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on June 1, 2011. Rent in the amount of \$1,500.00 was payable on the first of each month. A security deposit of \$712.50 was paid by the tenant. The tenancy ended on May 31, 2016.

The parties agreed a move-in and move-out condition inspection report (the "CIR") was completed. Filed in evidence is a copy of the CIR.

The landlord claims as follows:

a.	cleaning	\$ 283.50
b.	Missing light fixture/labour	\$ 142.80
c.	Three missing chains for light fixtures	\$ 10.08
d.	Broken medicine cabinet door/labour	\$ 320.76
e.	Missing shower head and handle/labour	\$ 253.72
f.	Cleaning and repairing blinds	\$ 184.80
g.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$1,295.66</b>

### Cleaning

The landlord's agent testified that the tenant did not leave the rental unit clean and the entire unit required cleaning. This included appliances, cupboards, and floors. The agent stated that the parties agreed in the CIR that the unit was not cleaned at the end of the tenancy.

The tenant testified that their son did clean as much as they could. The tenant stated that there was water damage to the ceiling in the hallway and the ceiling was caving in.

### Missing light fixture

The landlord's agent testified that the tenant removed three light fixtures. The agent stated that they only found two of the fixtures. The agent stated they were able to locate a similar light fixture at a second hand store to replace the missing fixture. The landlord seeks to recover the amount of \$72.80.

The landlord's agent testified that it took their contractor two hours to install the light fixtures. The landlord seeks to recover for labour the amount of \$70.00

The tenant testified that they took the light fixtures down at the start of the tenancy and placed them in a safe spot. The tenant stated they are not sure what happened to the third fixture. The tenant stated that the two hours claimed for rehanging the light fixtures is unreasonable.

### Three missing chains for light fixtures

The landlord's agent testified that three chains from the light fixtures were missing. The agent stated that they were able to find the chains at a reasonable price. The landlord seeks to recover the cost of the chains in the amount of \$10.08.

The tenant testified that they are unsure about the missing chains. The tenant stated I guess if they missing, they were missing.

Broken medicine cabinet door/labour

The landlord's agent testified that medicine cabinet door was removed from the bathroom wall cabinet. The agent stated that they found the door in pieces.

The landlord's agent testified that the cabinet was made in the 1920 and they obtained it from a different building and repurposed it as a bathroom medicine cabinet. The agent stated that the cabinet door had to be rebuilt. The landlord seeks compensation to repair the cabinet door and labour in the amount of **\$320.76**.

The tenant testified that they repaired the medicine cabinet door and it fell off twice after that. The tenant stated the last time the door fell off, almost hitting their foot. The tenant stated that they are not responsible to refinish an old 1920's cabinet or make improvements to the rental premises.

Missing shower head and handle/labour

The landlord's agent testified that the showerhead and handle were missing. The landlord seeks to recover the cost of replacing the fixture and labour in the amount of \$253.72.

The tenant testified the handle and showerhead were missing because they broke under normal wear and tear. The tenant stated they were made of plastic.

The landlord's agent argued that the fixtures were made by moen. The agent stated they were ten years old.

Cleaning and repairing blinds

The landlord's agent testified that the tenant failed to clean the blinds at the end of the tenancy. The agent stated that there were five blinds, which had to be picked up, cleaned, and then reinstalled by the cleaners. The landlord seeks to recover the amount of \$184.00.

The tenant testified that they did not clean the blinds and thought this was normal wear and tear.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the *Act* or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* states that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 37 of the *Act*, the tenant is required to return the rental unit to the landlord reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Section 21 of the *Act* states a condition inspection report completed in accordance with this section is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

### Cleaning

The CIR supports that the rental unit was not left reasonable clean. Although there was water damage to the ceiling in the hallway, that does not exempt the tenant from their responsibilities under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises.

In this case, the water damage in the hallway did not impact the appliances or other areas of the rental unit. I find the tenant breached the *Act* when they failed to leave the rental unit reasonable clean and this caused losses to the landlord. I find the amount claimed by the landlord is reasonable. Therefore, I find the landlord is entitled to recover the cost of cleaning in the amount of **\$283.50**.

### Missing light fixture

The CIR supports that the tenant was responsible for the missing light fixture. I find the tenant breached the *Act* when they failed to leave the rental unit undamaged and this caused losses to the landlord. In this case, the landlord purchased a second hand fixture that matched the others of similar age. Therefore, I find the landlord is entitled to recover the cost of the missing fixture in the amount of **\$72.80**.

In this case the tenant removed the light fixtures. I find the tenants breached the *Act* when they failed to return the unit back to its original condition. The landlord seeks to recover two hours of labour to reinstall the two light fixtures. Two hours is an unreasonable amount of time. The landlord was unable to explain why it took their

handyman such and excessive amount of time. I find a reasonable amount of time is one hour. Therefore, I find the landlord is entitled to recover the cost of **\$35.00**.

#### Three missing chains for light fixtures

The tenant did not deny that there were three missing chains for the light fixtures; I find the tenant breached the Act when they failed to leave the rental unit undamaged and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the cost of **\$10.08**.

#### Broken medicine cabinet door/labour

The CIR supports that the tenant was responsible for the broken cabinet door at the end of the tenancy. The evidence of the tenant was that the door fell off the cabinet and broke. The evidence of the tenant was that they are not responsible to make improvements to the rental premises.

In this case, the door was built in 1920's, under the Residential Policy Guideline #40, if an item was damaged by the tenant, the age of the item may be considered when calculating the tenant's responsibility for the cost of replacement.

As, I have determined that the cabinet door had a useful life span of 25 years, and the item was 96 years old at the time of its loss. I find the item had exceeded its useful lifespan. Therefore, I find the landlord is not entitled to compensation for the cost of replacing the door.

#### Missing showerhead and handle/labour

The CIR supports that the tenant was responsible for the missing showerhead and handle. The evidence of the tenant was that they were plastic and broke; however, I find the tenant has not provided a preponderance of evidence to the contrary as required by section 21 of the Act, such a letters to the landlord informing them that these items were broken. Further, it was not the tenant's role to remove or dispose of the landlord's property. I find the tenant breached the Act when they failed to replace the showerhead and handle and this caused losses to the landlord.

In this case, the evidence of the landlord was that the handle and showerhead were approximately ten years old at the time of their loss.

As, I have determined under the Residential Policy Guideline #40, that the shower head and handle had a useful life span of 15 years, and these items were 10 years old at the time of their loss. I find the landlord is entitled to the depreciated value of 33 percent.

The evidence of the landlord's agent was it cost \$253.72 to replace the items. Therefore, I find the landlord is entitled to compensation in the deprecated value in the amount of **\$83.72**.

Cleaning and repairing blinds

Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the *Act*, the tenant is expected to clean the blinds at the end of the tenancy.

The evidence of the tenant was that they did not clean the blinds as they thought this was normal wear and tear. However, normal wear and tear refers to the natural deterioration of an item under reasonable use; cleaning is a separate issue. I find the tenant breached the *Act* when they failed to clean the blinds and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover the cost of cleaning the blinds in the amount of **\$184.80**.

I find that the landlord has established a total monetary claim of **\$769.90** comprised of the above-described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$712.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$57.40**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: December 06, 2016

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Residential Tenancy Branch