



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlords applied for a monetary order for damage to the unit, site or property, to retain the tenants' security deposit and pet damage deposit, for unpaid rent or utilities, and to recover the cost of the filing fee.

On September 16, 2016, the landlords and tenants attended and the teleconference hearing commenced. After 60 minutes the hearing was adjourned to allow additional time to hear evidence from the parties. The first interim decision was issued which should be read in conjunction with this decision. On November 15, 2016, the hearing reconvened with the same parties in attendance and after an additional 150 minutes, the hearing was once again adjourned to allow additional time to hear evidence from the parties. A second interim decision was issued which should be read in conjunction with this decision. On January 10, 2017, the hearing reconvened with the same parties in attendance and after an additional 126 minutes, the hearing concluded.

During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

Issues to be Decided

- Are the landlords entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damage deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on December 1, 2014 and reverted to a month to month tenancy after November 30, 2015. The tenants vacated the rental unit on December 10, 2015. The tenancy ended based on a Mutual Agreement to End a Tenancy document which was submitted in evidence dated November 10, 2015 and with an effective vacancy date of December 10, 2015.

Monthly rent in the amount of \$1,400.00 was due on the first day of each month. The tenants paid a \$700.00 security deposit and a \$500.00 pet damage deposit at the start of the tenancy, which the landlords continue to hold.

The landlords' monetary claim of \$20,457.15 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Repairs and cleaning costs	\$10,792.89
2. Water	\$175.19
3. Electricity	\$171.10
4. Fortis gas #1	\$66.32
5. Fortis gas #2	\$46.65
6. Time spent by landlords for their labour	\$5,005.00
7. Unpaid rent for Dec 1-10, 2015	\$405.00
8. Loss of rent for December, January and February (\$995.00+\$1,400.00+\$1,400.00)	\$3,795.00
TOTAL	\$20,457.15

Settlement Agreement

During the hearing, the parties agreed on a settlement agreement regarding some of the items being claimed by the landlords and later in the hearing, additional items were agreed upon between the parties by way of a mutually settled agreement. The items which have been agreed upon by the parties have been organized into two tables below for ease of reference. As a result, the corresponding item numbers and sub-item numbers will not be included in the analysis section of this decision as all matters which form part of the settlement agreement were agreed upon by the parties, pursuant to section 63 of the *Act*, and form a final and binding agreement between the parties as

mutually resolved matters related to this tenancy. As items 1 and 6 have many sub-items, items 1 and 6 will be summarized into their own tables below for ease of reference.

Item 1 including breakdown of items agreed to between the parties:

(Sub-Item) Document Number	Receipt From	For	Amount agreed upon by mutual agreement
2	Home Depot	Tiles for the shower and tools to install new tiles	\$98.65
3	Home Depot	B – Refund for trowel purchased on page 2 (-\$49.02) C – Closet door and underlay (\$276.91) (A will be addressed later in this decision)	\$276.91 less credit of \$49.02 for subtotal of \$227.89
4	Home Depot	Cleaning supplies, grout cleaner, and lightbulbs.	\$237.38
	Hartland Landfill	Garbage disposal 1	\$55.00
5	Hartland Landfill	Garbage disposal 2	\$33.00
	Mac's	Garbage bags	\$6.05
	Hartland Landfill	Garbage disposal 3	\$22.00
	Hartland Landfill	Garbage disposal 4	\$37.50
6	Save on Foods	Cleaning supplies	\$34.32
	Mac's	Cleaning supplies	\$1.70
7	Home Depot	Tile (total cost here reflects a credit of \$189.28 of the bathroom storage cabinet returned by the landlords)	\$1.47
	Save on Foods	Cleaning supplies	\$2.80

8	Eecol Electric	Thermostat	\$20.65
9	On the Spot Cleaning	Carpet cleaning	\$115.50
10	Save on Foods	B- Cleaning supplies	\$6.49
	Rona	C - Air freshener & drywall screws (A will be addressed later in this decision)	\$7.21
11 CREDIT	<i>Credit applied here</i>		<i>-\$22.39 credit</i>
12	Sub-Items 2 and 3 resulted in a mutual	Sub-item 2	\$12.52
		Sub-item 3 (Sub-item 12-1 will be addressed later in this decision)	\$35.25
13	Slegg Building Materials	Floor vents and door stops	\$27.26
14	NZ Builders	Materials and carpentry work	\$166.48
15	Reliable Parts	New stove handle	\$67.20
16	NZ Builders	Sub-item 3 invoice	\$44.85
		Sub-item 4 invoice	\$892.47
		Sub-item 5 invoice	\$23.52
		Sub-item 8 invoice	\$14.06
		Sub-item 9 bin costs	\$1,217.50
19	Precision Pro Painters	Interior painting	\$984.38
20	Home Depot	Hall door	\$45.16
21	Stand Sure Electric	Labour and material to replace hood fan and thermostat	\$369.98
22	Home Depot	Shower rod, front door lock set	\$175.03

TOTAL FOR ITEM 1 SUB-ITEMS DESCRIBED ABOVE	\$4,960.88
---	-------------------

Settlement Agreement Item Number (items other than 1 and 6)	Agreed upon compensation to landlords by tenants
Item 2. Water bill	\$175.19
TOTAL AMOUNT AGREED UPON FOR ITEM 2	\$175.19

Item 6 including breakdown of sub-items agreed to between the parties as per the “time document” referred to in evidence during the hearing:

(Sub-Item) Date listed on time document	Description	Total hours claimed for this sub- item	Hours agreed upon
Dec. 14, 2015 8:30am – 12:30pm (4 hours x 3 people)	Remove damaged doors and cabinetry	12	Approx. 10 hours (difference will be determined below)
	Wash floors in living room, kitchen , hallway, and bathroom		
	Remove carpet and underlay in spare bedroom (second bedroom not part of mutual agreement)		
	Take garbage to the dump (5 loads)		
Dec. 14, 2015 1:30pm – 4:30 pm (3 hours X 3 people)	Clean light fixtures and replace light bulbs	9 hours	Approx. 7 hours (difference will be determined below)
	Remove trim		
	Clean floor in second bedroom and scrape animal feces from wall and trim		
	Remove garbage in covered storage area		
Dec. 15, 2015 8:00am – 11:30am (3.5 hours X 2 people)	Remove door frames	7 hours	7 hours
	Remove trim in bedrooms		
	Wash walls in bedrooms		
	Remove garbage from front yard		
	Clean up front gardens		
	Continue to clean light fixtures		
Dec. 15, 2015 1:30pm – 4:30pm	Vacuum carpet in master bedroom and stairwell to the laundry	3 hours	Approx. 1.5 hours (difference
	Have carpet professionally cleaned to see		

	if stains/smell can be removed- unsuccessful		will be determined below)
	Have drywall patched		
Dec. 16, 2015 8:00am – 9:30am, 11:30am – 1:30pm	Wash blinds Wash windows in both bedrooms	3.5 hours	3.5 hours
Dec. 17, 2015 7:00am – 11:30am (4.5 hours X 3 people)	Remove stained sub floor in second bedroom Removed stained carpet, damaged trim from master bedroom Relay new flooring in master bedroom Remove damaged hood fan	13.5 hours	13.5 hours
Dec. 17, 2015 11:30am – 3:00pm	Wash all walls Wash half of the cupboards in the kitchen Vacuum vents	3.5 hours	3.5 hours
Dec. 18, 2015 8:30am – 4:00pm (7 hours X 2 people)	Remove garbage from backyard	14 hours	1 hour
Dec. 21, 2015 10:00am – 3:00pm	A. Remove old plywood flooring where tent was (withdrawn by landlords) B. Lay gravel on driveway/path (withdrawn by landlords) C. Take old belly band off house (withdrawn by landlords) D. Load dumpster E. Clean gutters (responsibility of landlords)	5 hours	1.5 hours for item D only (remainder either withdrawn or not tenant issue)
Dec. 23, 2015 8:00am – 4:00pm (7.5 hours X 2 people)	A. Remove rest of deck (withdrawn by landlords) B. Clean perimeter drain (responsibility of landlords) C. Clean concrete driveway area D. Fix fence E. Install new hood fan	15 hours	Not specified so will determine below

	F. Prepare for stucco repair G. Prepare for drywall repair H. Mow lawns I. Remove dog feces and garbage from backyard J. Fix downspout due to alleged damage by tenants		
Dec. 24, 2015 1:00pm – 3:00pm	Collecting drywall screw, caulking, and other miscellaneous materials and delivering to the house	2 hours	2 hours
Dec. 26, 2015 8:00am – 4:00pm	Insulate drywall around new door and window Install new underlay and flooring in spare bedroom	7.5 hours	7.5 hours
Dec. 27, 2015 10:00am – 1:30pm	General clean up Install 2 new tiles in shower to replace damaged tiles Reconnect dishwasher (30 minutes – withdrawn by landlords) Remove garbage	3 hours (reduced from 3.5 hours)	2.5 hours (0.5 hour difference will be determined below)
Dec. 28, 2015 8:00am – 4:00pm	Collect doors and trim Install new doors (x4) Start installing trim Fix front door lock Cut out register in flooring	7.5 hours	7.5 hours
Jan. 2, 2016 8:00am – 5:30pm	Install baseboard trim Install casing around doors Replace 2 damaged tiles in bathroom Install new door hardware	9 hours	9 hours
Jan. 9, 2016 8:00am – 4:30pm	Change locks Finish trim in bathroom, dining room and kitchen Remove garbage (1 hour)	8 hours	6 hours (difference will be determined below)
Jan. 11, 2016 2:30pm – 4:30pm	Clean floors and bedroom mirror Clean handrail to basement (withdrawn by landlords) Clean laundry room (withdrawn by landlords)	2.5 hours	0.5 hour (difference not applicable as full)

			agreement of .5 hours for these items
Jan. 12, 2016 2:30pm – 4:30pm	Clean oven, dishwasher and fridge	2 hours	2 hours
Jan. 13, 2016 9:00am – 11:00am	Install new bathroom cabinet Fix cabinets	2 hours	2 hours
Jan.24, 2016 2:30pm – 5:00pm	Clean remaining kitchen cupboards Clean oven racks and top of oven Clean bathroom	2.5 hours	2.5 hours
Jan. 25, 2016 1:00pm – 4:00pm	Repair damaged bathroom towel rack Replace damaged floor registers Rake yard and try to remove dog excrement	3 hours	2 hours (difference not applicable as full agreement of 2 hours for these items)
TOTAL HOURS AGREED UPON FOR THESE ITEMS			92 hours (plus difference of items to be determined below)

Evidence Regarding Remaining Items

Item 1

Regarding the remainder of item 1 that were not resolved by way of a mutually settled agreement described above, I will describe the evidence presented by the parties by the associated document number submitted in the landlords' evidence.

Item 1-1 related to \$5.38 for photocopying costs which was dismissed during the hearing as there is no remedy for such costs under the *Act*. The filing fee; however, which is a cost that can be recovered, will be addressed later in this decision.

Regarding item 1-3A, the landlords have claimed \$80.94 for the cost of installing a new sliding glass door which the tenants disagreed with during the hearing. The landlords referred to the condition inspection report and several colour digital photos submitted in evidence in support of this portion of their claim. The condition inspection report indicated no damage to the sliding glass door at the start of the tenancy and at the end of the tenancy the sliding glass door is marked as "d" indicating "damaged" and the reports indicates "sliding door ruined". The tenants have signed the outgoing condition inspection report and have checked off the box that indicates that the report fairly represents the condition of the rental unit.

Regarding item 1-10A, the landlords are claiming \$61.58 for grass seed. During the hearing, the landlords referred to a receipt submitted in evidence in the amount of \$61.58 for grass seed. The landlords referred to two photos submitted in evidence however confirmed that they did not have a photo of the grass at the start of the tenancy to compare the two photos to during the hearing. The tenants stated that the bedrock became muddy and the denied that they were responsible for the grass seed which the landlords stated was necessary to rejuvenate the grass. The photos show a rocky area in the backyard.

Regarding item 1-11, as described above, a credit of \$22.39 will be deducted from the landlord's claim as this amount represented the return of unused flooring underlay the landlords returned to minimize their loss under the *Act*.

Regarding item 1-12(1) the landlords have claimed \$765.00 described as labour for carpentry work with doors and trim. The landlords referred to bathroom photos which they indicated supported damage to the door trim. The landlords also referred to another photo of the exterior door with broken plastic on the bottom ledge. The tenants replied by stating they do not agree and were not sure how or why it was damaged. The

tenants agreed that the interior door and trim were damaged but deny that the sliding glass door was damaged.

The photographic evidence shows a damaged sliding glass door. In another photo, the door handle was separated from the sliding glass door and was on the ground. The tenants didn't deny that the door handle was on the ground and stating that it occurred in the last month or so during the tenancy and that they did not advise the landlords of the handle during the tenancy. The landlords testified that the carpenter spent 17 hours at \$45.00 per hour for the carpenter to replace the damaged doors, trim and sliding glass door. The invoice submitted in evidence is in the amount of \$765.00 and confirms the amount of 17 hours at \$45.00. The condition inspection report was referred to by the landlords and of which the report indicates damage as claimed by the landlords.

Regarding item 1-16(1), the landlords have claimed \$791.52 which is comprised of invoice 524525 in the amount of \$828.72 less the GST of \$37.20 for the net amount of \$791.52. The invoice indicates a pre-tax amount of \$678.99 for a vinyl patio sliding door plus a pre-tax amount of \$65.00 for the cost of a truck to transport the sliding glass door. The landlords referred to several photos submitted in evidence, some of which were the same photos referred to in item 1-12(1) described above. The tenants did not agree that they were responsible for the sliding glass door.

Regarding item 1-16(2), the landlords have claimed \$59.65 which was dismissed during the hearing as the invoice could not be located by the landlords to present in evidence in support of this portion of the landlords' monetary claim.

Regarding item 1-16(6) and 1-16(7), the landlords confirmed that these amounts were actually credited back as they were returned by the landlords. Item 1-16(6) was a credit of \$246.09 for invoice 1971398 and item 1-16(7) was a credit of \$280.14 for invoice 1971632.

Regarding item 1-16(10), the landlords confirmed that this amount was also credited back as it was returned by the landlords. Item 16-10 was a credit in the amount of \$691.94 for invoice 1975870.

Regarding item 1-17(1) and 1-17(2), the landlords applied for the recovery of the cost of the filing fee for item 1-17(1) in the amount of \$100.00 which will be addressed at the end of this decision. Regarding item 1-17(2), the landlords have claimed \$11.91 for the cost of registered mail which was dismissed during the hearing as there is no remedy for mailing costs associated with filing for dispute resolution under the *Act*.

Regarding item 1-18, the landlords have claimed for \$782.25 for the cost of drywall repairs and referred to an invoice submitted in evidence in the same amount. The parties were unable to reach a mutual agreement regarding this item. The landlords referred to many photos in evidence of which they pointed out gouges in the wall, cracking, damage on walls and corners of walls and damage to the sliding door bottom plastic edge. In addition the landlords referred to several photos some of which showed a hole in the wall, other damage to a wall and a white gouge in a wall. The landlords also stated that when the interior doors were replaced, further drywall work was required around the door frames. The tenants disputed this cost during the hearing.

Item 3

For item 3, the landlords have claimed \$171.10 for unpaid electricity utilities and referred to a hydro bill submitted in evidence. The landlords write that the tenants are responsible for two-thirds of the cost of utilities. The tenancy agreement addendum condition #4 submitted in evidence indicates that utilities of hydro, gas and water will be paid by the tenant on a bi-monthly basis (2/3 of the total utility bills are due and copies of the invoices will be provided to the tenant). The addendum is signed by both tenants. The hydro bill is in the amount of \$256.65 of which 2/3 is \$171.10. The billing period is listed as October 8 to December 7 of 2015.

Items 4 and 5

For items 4 and 5, the landlords have claimed \$66.32 for item 4 and \$46.65 for item 5 for the cost of 2/3 of the gas utilities, the tenant's portion. Item 4 relates to gas for November 2015 while item 5 related to gas for October 2015. The total combined amounts for these items are \$112.97. The landlords referred to the two gas utility bills submitted in evidence for this portion of their claim.

Item 6

Regarding the remainder of item 6 that were not resolved by way of a mutually settled agreement described above, I will describe the evidence presented by the parties by the associated time document date and time submitted in the landlords' evidence.

For December 14, 2015 the parties did not agree to the time to remove carpet and underlay in the second bedroom, the time to remove electrical outlet covers plates and to remove nail and screws in the walls. The difference in hours between what the parties agreed upon and what is being claimed by the landlords is approximately two

hours that was not agreed upon and will be determined below. The landlords testified that the carpets in the second bedroom were very dirty and referred to a photo in evidence which shows discolouration. The landlords referred to a photo submitted in evidence of the master bedroom which they affirmed a carpet cleaning could not remove. The condition inspection report indicates that the master bedroom flooring was "stained". The landlords also referred to a previous letter from the former tenants that reads in part that the "carpet in the master bedroom was brand new". The condition inspection report indicates that the entry floor/carpet was "very dirty" and the kitchen floor was "very dirty". The landlords affirmed that the flooring also had a black tar-like substance that took approximately one hour to scrape off. The tenant's agreed to one hour to address the black spot on the flooring but would not agree to the remainder of the approximately two hour time difference.

Regarding the electrical outlet cover plates, the landlords referred to a photo submitted in evidence of a broken cover plate and that there were six others in the same condition that had to be replaced. While the tenants were willing to agree to one plate, they did not agree to all six plates. Regarding removing the nails and screw holes, the landlords did not have any photographic evidence to support this portion of their claim which they indicate was comprised of approximately 30 minutes.

For the time period of 1:30pm to 4:30pm, the parties were unable to agree on the time involved with removing a broken window on December 15, 2015. The landlords stated that of the nine hours for this timeframe, two hours were spent on removing the broken window. The landlords did not present any photographic evidence or other documentary evidence to support this portion of their claim. The tenants did not agree to this portion of the landlords' claim.

Regarding the date of December 15, 2015 between 1:30pm and 4:30pm, the landlords have claimed time related to meeting with their insurance adjuster and for cleaning the driveway. The landlords referred to one photo submitted in evidence that showed a small piece of wood but did not show the full driveway.

Regarding the difference of 13 hours for the time period of 8:30 to 4:30pm which was 7 hours at two people; less one hour agreed upon by the parties, the landlords testified that they spent 13 hours removing the damaged decking and the damaged sliding glass door in total. The landlords referred to five photos in support of the damaged decking which the landlords stated showed dog scratches and with the holes in the vinyl decking some rot in the subfloor occurred and had to be repaired. The tenants stated that the vinyl lifted from wear and that they did not damage it. The landlords also referred to a scratched floor board on the deck that they claim was damaged by the tenants' dog as

there appeared to be chew marks also. The landlords stated that they minimized their loss by only replacing the floor boards that required repair. The tenants stated that they did not have a pressure washer to clean the vinyl deck.

Regarding the sliding glass door, the landlords referred to four photos submitted in evidence that showed a hole in the tracking, the screen ripped off, a missing door handle, and a close-up of the hole in the tracking which the landlords stated could not be repaired and had to be replaced. The landlords also referred to the condition inspection report which indicates that the kitchen windows/coverings/screens were marked as "sliding door ruined."

For December 21, 2015 between 10:00am and 3:00pm, the landlords withdrew the removal of old plywood where the tent was, lay gravel on driveway/path and take old belly band off house for a total of 3.5 hours. As mentioned above, the portion of this specific date that related to the cleaning of gutters was dismissed during the hearing as the cleaning of gutters is the responsibility of the landlords and not the tenants.

Regarding the two hours on December 21, 2015 between the hours of 7:00pm to 9:30pm that involved the installation of a new sliding glass door, the landlords referred to the same evidence described above that showed the damage to the sliding glass door and handle.

The landlords presented the following evidence in relation to the 15 hours claimed for December 23, 2015 between the hours of 8:00am to 4:00pm comprised of 7.5 hours with two people. In addition to what was agreed upon above but did not have a specific time allotment allocated to the mutual agreement, the landlords requested to withdraw 2.5 hours from the 15 hours for the portion related to removing the rest of the deck, and 15 minutes to clean the driveway. The landlords were advised that the perimeter drains portion was dismissed as that was the responsibility of the landlords and not the tenants. Regarding the fence repair portion, the landlords referred to two photos of a panel missing in the fence and the latch having been removed and installed on a different area of the fence. The male tenant confirmed that he changed the location of the gate latch as they have 2 pitbull dogs that are 50 and 80 pounds respectively. The tenants testified that the other tenants living downstairs left the gate open every day and that their dogs got out because of that so he moved the gate latch to the top but is not sure what happened with the missing fence panel.

For the dented downspout portion, the landlords did not provide a photograph but did indicate the tenants dented a portion of the downspout and provided receipts for a downpipe and pipe straps in evidence for this portion of their claim.

Regarding December 27, 2015 between 10:00am and 1:30pm, as the landlords withdrew the 30 minutes related to the reconnection of the dishwasher and the parties agreed upon 2.5 hours described above, that leave 0.5 hours to be determined of the landlords' 3.5 hour claim for this portion of their claim. At issue is the time involved to clean and reconnect the bathroom light. The landlords referred to the condition inspection report which indicated that bulbs were missing and the landlords referred to a photo in evidence and testified that the photo of the light was similar and was four bulbs above the mirror. The tenants disagreed with this portion of the landlords' claim.

The final difference to be addressed for the time claimed related to item 6 is for January 9, 2016. The portion that the tenants did not agree to is related to the sliding glass door sill replacement. The evidence presented by the landlords is that it took 1.5 hours to install a new sill on the new sliding glass door which the tenants did not agree with.

Item 7

For this portion of the landlords' claim, the landlords are seeking unpaid rent for the timeframe of December 1 to December 10, 2015 inclusive as the tenants did not vacate until December 10, 2015. The tenants agreed to the amount of \$405.00 during the hearing so this item will not be analyzed further.

Item 8

For this final portion of the landlords' monetary claim, the landlords have claimed for the remainder of December 2015 loss of rent, and for the loss of January and February 2016 rent of \$1,400.00 each due to the significant amount of damage to the rental unit. The landlords testified that they were finally able to show the rental unit towards the end of January 2016 as the repairs took that long to complete before they could show the rental unit to prospective tenants. The landlords stated that in early February they secured a new tenant effective for March 1, 2016. The tenants agreed during the hearing to the remainder of December 2015 loss of rent of \$995.00 and all of January 2016 loss of rent of \$1,400.00 but did not agree to February 2016 loss of rent of \$1,400.00.

Analysis

Based on the testimony of the parties provided during the hearing, the documentary evidence 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 landlords 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 tenants. Once that has been established, the landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the landlords did what was reasonable to minimize the damage or loss.

As per the mutual agreement of the parties and pursuant to section 63 of the *Act* I will incorporate the amounts agreed to by the parties during the hearing for each item below.

Item 1 – Firstly, the agreed upon net amount for item 1 by way of a mutually settled agreement is \$4,960.88. For the remainder of the items not agreed to between the parties I find as follows which I have included in table format for ease of reference:

Item details	Analysis
1-1	As indicated above the \$5.38 amount for photocopying was dismissed as there is no remedy under the <i>Act</i> for copying costs related to a dispute resolution application.
1-3A	I find the landlords have met the burden of proof for the amount of \$80.94 as claimed related to installing a new sliding glass door as I find the condition inspection report and photos support this portion of the landlords' claim. I find the landlords have proven that the tenants caused significant damage to the rental unit during the tenancy and that the damage exceeds "reasonable wear and tear" and that the tenants breached section 37 of the <i>Act</i> as a result. I also find the receipt

	supports the amount claimed.
1-10A	I find the landlords have failed to meet the burden of proof for this portion of their claim as the photo shows a rocky area and I am not convinced due to insufficient evidence of photo showing the grass at the start of the tenancy, that grass would grow properly on the rocky area shown in evidence for this portion of the landlords' claim. As a result, this portion relating to \$61.58 for grass seed is dismissed without leave to reapply due to insufficient evidence.
1-12(1)	I find the landlords have met the burden of proof for the amount of \$765.00 as claimed related labour for carpentry work with doors and trim as I find the condition inspection report and photos support this portion of the landlords' claim. I find the landlords have proven that the tenants caused significant damage to the rental unit during the tenancy and that the damage exceeds "reasonable wear and tear" and that the tenants breached section 37 of the <i>Act</i> as a result. Furthermore I am satisfied that the invoice supports the amount claimed.
1-16(1)	I find the landlords have met the burden of proof for the amount of \$791.52 as claimed related to the cost to replace a damaged vinyl sliding glass door plus delivery by truck as I find the condition inspection report and photos support this portion of the landlords' claim. I find the landlords have proven that the tenants caused significant damage to the rental unit during the tenancy and that the damage exceeds "reasonable wear and tear" and that the tenants breached section 37 of the <i>Act</i> as a result. Furthermore I am satisfied that the invoice supports the amount claimed.
1-16(2)	As indicated above, this portion of the landlords' claim in the amount of \$59.65 was dismissed without leave to reapply due to insufficient evidence. I find the landlords have failed to meet part three of the test for damages or loss described above.
1-16(6)	<i>Credit of \$246.09 will be deducted from total amount (invoice 1971398)</i>
1-16(7)	<i>Credit of \$280.14 will be deducted from total amount (invoice 1971632)</i>
1-16(10)	<i>Credit of \$691.94 will be deducted from total amount (invoice 1975870)</i>
1-17(1)	I grant the landlords \$100.00 for the recovery of the cost of the filing fee as I find the landlords' application has merit.
1-17(2)	As described above, the amount of \$11.91 for the cost of registered mail was dismissed during the hearing as there is no remedy for mailing costs associated with filing for dispute resolution under the <i>Act</i> .
1-18	I find the landlords have met the burden of proof for the amount of \$782.25 as claimed related to the cost of drywall repairs as I find the

	condition inspection report and photos support this portion of the landlords' claim. I find the landlords have proven that the tenants caused significant damage to the rental unit during the tenancy and that the damage exceeds "reasonable wear and tear" and that the tenants breached section 37 of the <i>Act</i> as a result. Furthermore I am satisfied that the invoice supports the amount claimed.
Total net amount granted to landlords:	\$1,301.54* (*including credits described above in this table)

Given the above, I find the landlords have established a total amount for item 1 in the amount of **\$6,262.42** comprised of \$4,960.88 that was settled by mutual agreement and accounts for withdrawn or dismissed items, plus an additional \$1,301.54 as described above.

Item 2- As indicated above, the parties mutually agreed on the amount of **\$175.19** for the cost of water during the hearing.

Item 3 – Having reviewed the tenancy agreement and addendum signed by the tenants which supports that utilities including gas, hydro and water of 2/3 are to be paid by the tenants, I find the landlords have met the burden of proof and are entitled to **\$171.10** as claimed for this portion of their claim.

Items 4 and 5 – I will deal with both of these items together as they both relate to gas utilities and consistent with my finding for item 3 above I find the landlord has met the burden of proof and is entitled to **\$112.97** comprised of the combined gas bills of \$66.32 \$46.65 respectively.

Item 6 - Item 1 – Firstly, the agreed upon net amount for item 6 by way of a mutually settled agreement was for 92 hours calculated at \$35.00 per hour for a total mutual agreement amount of **\$3,220.00**. For the remainder of item 6 time breakdown not agreed to between the parties I find as follows which I have included in table format for ease of reference:

Item 6 sub-items by date on time	Analysis
---	-----------------

document	
Dec. 14, 2015 8:30am – 12:30pm (4 hours x 3 people)	<p>The parties did not agree to the time to remove the carpet and underlay in the second bedroom, which was the master bedroom, the time to remove electrical outlet cover plates and to remove nail and screws in the walls. As indicated above, I have determined that the difference not agreed to by the parties was approximately two hours and that the landlords withdrew 30 minutes of that 2 hour time amount as they decided not to proceed during the hearing with the portion related to the nail and screw holes.</p> <p>I have also considered that the tenants did agree subsequently to one hour related to the black tar-like substance which leave 30 minutes relates to the remainder of the this portion of the claim which I find the landlords have provided sufficient evidence for 30 minutes of their time to address the flooring in the master bedroom which I find to have been left in a dirty condition based on the condition inspection report and the photos referred to in evidence. As a result, I don't find it necessary to consider the cover plates as the difference between the one cover plate agreed to by the tenants during the hearing and the other five plates would not change my decision for this portion of the landlords' claim. As a result, I grant the landlords an additional 1.5 hours as claimed.</p>
Dec. 14, 2015 1:30pm – 4:30 pm (3 hours X 3 people)	<p>The landlords stated that of the nine hours for this timeframe, two hours were spent on removing the broken window. The landlords did not present any photographic evidence or other documentary evidence to support this portion of their claim. The tenants did not agree to this portion of the landlords' claim. Given the above, I find the landlords failed to meet the burden of proof for this portion of their claim and I dismiss the remaining 2 hours for this portion of the landlords' claim accordingly without leave to reapply due to insufficient evidence.</p>
Dec. 15, 2015 1:30pm – 4:30pm	<p>The landlords have claimed time related to meeting with their insurance adjuster and for cleaning the driveway. The landlords referred to one photo submitted in evidence that showed a small piece of wood but did not show the full driveway. Firstly, I find that the time to meet with their insurance adjuster is dismissed without leave to reapply as I find that such a cost is a normal part of being a landlord when dealing with any damages to the rental unit and that there is no remedy for meeting time as a result under the <i>Act</i>.</p>

	Secondly, regarding the driveway cleaning, I find the photo referred to in evidence is insufficient to support the landlords' claim to clean the driveway and as a result I dismiss the remainder of this portion of the landlords' claim accordingly without leave to reapply due to insufficient evidence.
Dec. 18, 2015 8:30am – 4:00pm (7 hours X 2 people)	<p>Regarding the difference of 13 hours for the time period of 8:30 to 4:30pm which was 7 hours at two people less one hour agreed upon by the parties, the landlords testified that they spent 13 hours removing the damaged decking and the damaged sliding glass door in total.</p> <p>I am satisfied based on the photographic evidence and the condition inspection report that the tenants' two pitbull dogs caused the damages and claimed and that the tenants stating that they did not have a pressure washer supports that the vinyl deck was not cleaned either. In addition, I find the tenants did damage the vinyl sliding door during the tenancy as they confirmed the handle was broken on laying on the floor and that they failed to advise the landlords during the tenancy which I find to be negligent and in breach of section 37 of the <i>Act</i>. Therefore, I find the landlords are entitled to the remaining 13 hours as claimed as they have met the burden of proof.</p>
Dec. 21, 2015 10:00am – 3:00pm	Due to the landlords withdrawing items A, B, and C for this sub-item and given that the Residential Tenancy Branch ("RTB") Policy Guideline 1 states that the cleaning of gutters is the responsibility of the landlords, I find there is insufficient evidence to add any additional time other than the 1.5 hours already agreed upon my mutual agreement for this sub-item which was related to D; 1.5 hours to load the dumpster/bin.
Dec. 23, 2015 8:00am – 4:00pm (7.5 hours X 2 people)	The landlords presented the following evidence in relation to the 15 hours claimed for December 23, 2015 between the hours of 8:00am to 4:00pm comprised of 7.5 hours with two people. In addition to what was agreed upon above but did not have a specific time allotment allocated to the mutual agreement, the landlords requested to withdraw 2.5 hours from the 15 hours total for the portion related to removing the rest of the deck, and 15 minutes to clean the driveway for a total of 2.75 hours to be withdrawn. The landlords were advised that the perimeter drains portion was dismissed as that was the responsibility of the landlords and not the

	<p>tenants as per RTB Policy Guideline 1. Regarding the fence repair portion, the landlords referred to two photos of a panel missing in the fence and the latch having been removed and installed on a different area of the fence. The male tenant confirmed that he changed the location of the gate latch as they have 2 pitbull dogs that are 50 and 80 pounds respectively.</p> <p>Given the evidence before me, I am satisfied that the landlords are entitled to all but 2.75 hours of the 15 hours given the damage caused by the tenants' dogs, one of which weighs 80 pounds and the other weighs 50 pounds.</p> <p>I am also satisfied that the landlords would not be required to replace the dental downspout portion if it were not for damage to the downspout caused during the tenancy. I find the receipts support that the landlords were required to replace a dented downspout and it is more likely than not that the tenants dented the downspout during the tenancy. Therefore, I find the landlords have met the burden of proof for 12 hours for this portion of their claim.</p>
Dec. 27, 2015 10:00am – 1:30pm	<p>Regarding December 27, 2015 between 10:00am and 1:30pm, as the landlords withdrew the 30 minutes related to the reconnection of the dishwasher and the parties agreed upon 2.5 hours described above, that leaves 0.5 hours to be determined of the landlords' reduced 3 hour claim for this portion of their claim. At issue is the time involved to clean and reconnect the bathroom light. The landlords referred to the condition inspection report which indicated that bulbs were missing and the landlords referred to a photo in evidence and testified that the photo of the light was similar and was four bulbs above the mirror. While the tenants disagreed with this portion of the landlords' claim I find I am satisfied based on the condition inspection report and the fact that bulbs were confirmed as missing that at least 30 minutes would have been spent by the landlords for this portion of their claim and as a result, I find that the landlords have met the burden of proof for the remaining 30 minutes for this portion of the landlords' claim.</p>
Jan. 9, 2016 8:00am – 4:30pm	<p>The final difference to be addressed for the time claimed related to item 6 is for January 9, 2016. The portion that the tenants did not agree to is related to the sliding glass door sill replacement. The evidence presented by the landlords is that it took 1.5 hours to</p>

	install a new sill on the new sliding glass door which the tenants did not agree with. Consistent with my finding above in which I find the landlords provided sufficient evidence that the tenants damaged the sliding glass door I also find that the landlords have met the burden of proof through the photographic evidence and the condition inspection report that the landlords are entitled to the remaining 1.5 hours for this portion of their claim.
Total remaining hours owed by the tenants to the landlords	28.5 hours

Given the above, I will add 28.5 hours to the 92 hours agreed to by the parties during the hearing, for an hourly total of 120.5 hours at \$35.00 per hour for a total amount for item 6 of **\$4,217.50**.

Item 7

As described above, the tenants agreed that they owe the landlords **\$405.00** for unpaid rent for the timeframe of December 1 to December 10, 2015 inclusive as the tenants did not vacate until December 10, 2015 by mutual agreement.

Item 8

For this final portion of the landlords' monetary claim, the landlords have claimed for the remainder of December 2015 loss of rent, and for the loss of January and February 2016 rent of \$1,400.00 each due to the significant amount of damage to the rental unit. While the tenants agreed during the hearing that they owed the landlords the remainder of December 2015 loss of rent of **\$995.00** and all of January 2016 loss of rent of **\$1,400.00**, the tenants did not agree to February 2016 loss of rent of \$1,400.00.

Based on the evidence before me, I am satisfied that the tenants caused extraordinary damage throughout the rental unit that resulted in the inability for the landlords to re-rent the rental unit before March 1, 2016 and that the landlords made a reasonable attempt to make the repairs to the rental unit in a timely fashion. As a result, I find the landlords are entitled to loss of February 2016 rent in the amount of **\$1,400.00** for a total of **\$3,795.00** in loss of rent as claimed for item 8.

I find that the landlords have established a total monetary claim in the amount of **\$18,359.18**. As the landlords have claimed against the tenants' security deposit of \$700.00 and pet damage deposit of \$500.00 for a total of \$1,200.00 in combined deposits and of which have accrued no interest to date and pursuant to section 72 of the *Act*, **I authorize** the landlords to retain the tenants' full \$700.00 security deposit and full \$500.00 pet damage deposit in partial satisfaction of the landlords' monetary claim. Given the above, I grant the landlords a monetary order under section 67 for the balance owing by the tenants to the landlords in the amount of **\$17,159.18**.

Conclusion

The landlords' application is mostly successful.

I order the parties to comply with their mutually settled agreement as per section 63 of the *Act*.

The landlords have established a total monetary claim in the amount of \$18,359.18. The landlords have been authorized to retain the tenants' full \$700.00 security deposit and \$500.00 pet damage deposit in partial satisfaction of the landlords' monetary claim. The landlords have been granted a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenants to the landlords in the amount of \$17,159.18. If the landlords require enforcement of the monetary order, the monetary order must first be served on the tenants 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: February 9, 2017

Residential Tenancy Branch