



Dispute Resolution Services

Page: 1

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 Landlords and the Tenants’ Agent (the “Agent”) were each given full opportunity under oath to be heard, to present evidence and to make submissions. It is noted that the Agent is the Tenants’ son.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

There is no written tenancy agreement. The tenancy started 18 years ago and ended on August 31, 2016. For the last year of the tenancy the Tenants paid monthly rent of \$1,100.00. The Landlord states that no security deposit was ever collected. The Agent does not know if a security deposit was collected but believes one should have been collected. The Tenants never provided a forwarding address. No condition inspection reports were completed for either the move-in or move-out. The Agent does not dispute the Landlord’s claims for the following costs claimed: \$542.08 for junk removal, \$200.00 for landfill costs and \$210.00 for cleaning costs. The Landlord sold the unit

prior to the end of the tenancy with possession by the new owner to occur in December 2016. The Landlord obtained new tenants for September 1, 2016. The Tenants are currently in a care home and a hospice, one with dementia and the other with terminal cancer.

The Landlord claims additional damages and costs as follows:

- \$24.64 for the cost to replace a missing bathroom faucet; invoice and photos provided. The Landlord states that the missing faucet was not new and while the Landlord does not know the exact age of the faucet the Landlord believes that it was likely 10 to 12 years old;
- \$421.58 for the cost of installing the new bathroom faucet. The Landlord states that the bill was reduced to remove the costs for the shutoff valve noted on the same bill that is not the responsibility of the Tenants;
- \$374.75 for the plumbing costs to repair the plugged drainage for the kitchen sink. The Landlord states that the plumber provided a note indicating that the sink drainage was plugged by rice. The Landlord does not know what the ABS noted in the invoice is related to, what that was for or how much of that cost is related to the rice accumulation; and
- \$367.50 for the costs to remedy a flea infestation, invoice and photos provided. The Landlord states that the fleas were reported by the new tenant that also had a cat and that the Landlord was called a day after the new tenants slept at the unit on or about September 6 or 8, 2016.

The Agent states that the costs being claimed for the faucet and sinks are all costs that should be borne by the Landlord as regular maintenance costs or that the damage only arose from reasonable wear and tear over the length of the tenancy. The Agent states that even if the Tenants plugged the drainage with rice the costs for this removal are excessive. The Agent totally disagrees with the claim of fleas left by the Tenants' cat. The Agent states that the Tenants' had one cat that was on a treatment plan for fleas to the end of the tenancy and that no fleas were ever present during the tenancy. The

Tenant described the treatment of the cat and states that he was with his parents for the last month of the tenancy where he witnessed the flea treatment given to the cat.

The Landlord claims the costs to produce its evidence for this hearing, i.e., usb drives and photos.

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. Policy Guideline #40 sets out the useful life of building elements and notes that faucets have a useful life of 15 years.

Given the photos depicting what I consider to be very aged faucets and considering the Landlord's vague evidence of age I find on a balance of probabilities that the bathroom faucet was older than 15 years and no longer had any value left. I therefore dismiss the claim for the replacement cost of the bathroom faucet including the plumbing bill.

Although I can accept that the kitchen sink drainage was plugged by acts or negligence of the Tenants in leaving rice to accumulate, as the Landlord was unable to state what all they were being billed for by the plumber and considering the plumber's note does not help other than to mention strainers, rice and "the old p-trap", I find on a balance of probabilities that the Landlord has failed to substantiate the amount claimed as related solely to the presence of accumulated rice and not due to wear and tear over the length of the tenancy. I therefore find that the Landlord is only entitled to a nominal amount of **\$50.00** for the Tenants' failure to keep rice out of the drain.

Given the Landlord's evidence that the new tenant moved in with a cat, considering that there is no evidence of flea treatment for the new tenant's cat, considering the Agent's plausible evidence of flea treatment of the Tenants' cat and given that presence of fleas was not reported and the treatment conducted until sometime after the new tenants

moved into the unit with their cat, I find that the Landlord has not shown that the Tenants' cat caused fleas to be present. I dismiss the claim for the flea treatment.

As nothing in the Act provides for recovery of the costs of the proceedings, such as costs to provide evidence, other than the filing fee, I dismiss the Landlord's claims for the costs of the usb drives and photos.

Given the Agent's agreement on costs, I find that the Landlord has substantiated the following entitlements: **\$542.08** for junk removal, **\$200.00** for landfill costs and **\$210.00** for cleaning costs. As the Landlord did have some success with its application I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,052.08**. As there is no evidence to support the payment or collection of a security deposit, given the date the tenancy started, I accept the Landlord's plausible evidence that no deposit was collected at the outset of the tenancy.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,052.00**. 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: April 21, 2017

Residential Tenancy Branch