



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC MNR MNSD FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on March 10, 2017 (the "Application"). The Landlords applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit;
- an monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlords were represented at the hearing by B.B., who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlords, B.B. testified the Application package was served on the Tenants' on March 6, 2017, by sending a copy to the forwarding address provided by the Tenants. According to B.B., tracking information confirmed the Application package was received by the Tenants on March 7, 2017. The Landlords also submitted additional digital evidence in support of the Application. B.B. testified it was again sent to the Tenants' forwarding address on March 13, 2017. Although he was unable to confirm the date it was received by the Tenant, B.B. testified he had a conversation with B.W. after service of the above documents, and that he confirmed they had been received. Pursuant to section 71 of the *Act*, I find the Tenant was sufficiently served with the above documents for the purposes of the *Act*.

On behalf of the Landlords, B.B. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage to the unit, site or property?
2. Are the Landlords entitled to an order allowing them to retain all or part of the pet damage deposit or security deposit?
3. Are the Landlords entitled to a monetary order for money owed or compensation for damage or loss?
4. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement was submitted with the Landlords' documentary evidence. It confirms that a fixed-term tenancy was in effect for the period from July 1, 2015, to June 30, 2017. However, pursuant to a Mutual Agreement to End a Tenancy, dated February 26, 2017, the tenancy ended on February 28, 2017. During the tenancy, rent in the amount of \$1,700.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$850.00 and a pet damage deposit of \$850.00. However, the Landlords returned \$500.00 to the Tenants and hold only \$1,200.00.

The Landlords' monetary claim was set out on a Monetary Order Worksheet, dated March 10, 2017. First, the Landlords claimed \$782.00 to replace hardwood flooring in the master bedroom. According to B.B., the hardwood floors in the master bedroom were damaged by pet urine. In support, the Landlords submitted a copy of the Condition Inspection Report. The move-out condition inspection was attended by the Tenants' agent, J.J., on March 1, 2017. The Condition Inspection Report indicated J.J.'s agreement that the report accurately reflected the condition of the rental unit, specifically that all rooms had been damaged by water and urine. The Landlords also submitted photographic images of the master bedroom, and an invoice for the amount paid.

Second, the Landlords claimed \$1,455.64 to repair and replace flooring throughout the remainder of the rental unit. According to B.B., the laminate flooring throughout the rental unit was also damaged primarily by pet urine. The Landlords again relied on the Condition Inspection Report, which acknowledged the damage. The Landlords also submitted a quote dated March 1, 2017, for the amount claimed. Although B.B. acknowledged the flooring has not yet been replaced due to cost, he testified that he intends to do so.

Third, the Landlords claimed \$25.00 to repair a cabinet and an outlet in the bathroom. B.B. testified that these items were damaged during the tenancy, likely by the Tenants' pet. Again, the Condition Inspection Report acknowledged damage to the bathroom cabinet doors. Further, the Landlords submitted photographic images of the damage, and an invoice for the repairs, dated March 1, 2017, which B.B. confirmed had been paid.

Fourth, the Landlords claimed \$198.00 for nine hours of cleaning. B.B. testified the entire rental unit was left very dirty, despite having been cleaned by the Tenants' agent, J.J. The Condition

Inspection Report confirmed the rental unit was left dirty and required cleaning throughout. The Landlords also submitted an invoice for cleaning services as claimed.

Fifth, the Landlords claimed \$169.00 for the three days of rent reimbursed to the new tenants, who were unable to move in until March 4, 2017, because of the condition of the rental unit. In support, the Landlords submitted a copy of an e-Transfer confirmation, dated March 6, 2017, confirming reimbursement to D.K., which was calculated as follows:

$$\text{\$1,750.00 per month} / 31 \text{ days} \times 3 \text{ days} = \text{\$169.35}$$

Sixth, the Landlords claimed \$400.00 for compensation for loss of work to deal with the issues posed by the Tenants. He testified he spent a lot of time at the rental unit to deal with the issues arising at the end of the tenancy and that he suffered a loss of income. The calculation was based on his income during 2016, although no documentary evidence was submitted in support.

Seventh, the Landlords claimed \$500.00 for return of part of the security deposit that was paid to the Tenants. The Landlords submitted a copy of an e-Transfer confirmation showing payment of \$500.00 to B.W. made in reliance on the Tenants' promise to clean carpets, which was not done.

Finally, the Landlords sought to retain what remains of the security deposit and pet damage deposit in partial satisfaction of the claim, and to recover the filing fee paid to make the Application.

The Tenants did not attend the hearing to dispute the Landlords' evidence.

Analysis

Based on the affirmed and unchallenged oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

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 for in sections 7 and 67 of the *Act*. 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 case, the burden of proof is on the Landlords to prove the existence of the damage or 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 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 losses that were incurred.

Based on the oral testimony, and the documentary evidence submitted by the Landlords – the Condition Inspection Report acknowledging the damage in particular – I find the Landlords have established an entitlement to a monetary order for the following:

- \$782.00 to replace hardwood flooring in the master bedroom;
- \$1,455.64 to repair and replace flooring throughout the remainder of the rental unit;
- \$25.00 to repair a bathroom cabinet and outlet;
- \$198.00 for cleaning services;
- \$169.00 for the three days of rent reimbursed to the new tenants;

However, I find there is insufficient evidence that the Landlords suffered a loss of income as a result of having to deal with the Tenants' actions, or that the *Act* empowers me to award compensation for lost wages.

In addition, it is not necessary for me to award \$500.00 to the Landlords in recovery of part of the security deposit paid to the Tenants. The Landlords is entitled to a monetary award as summarized below, which correctly reflects the amount to which the Landlords are entitled to. I order that the Landlord may retain the security deposit and pet damage deposit in partial satisfaction of the claim.

Having been successful, I also grant the Landlords an award of \$100.00 in recovery of the filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I grant the Landlords a monetary order in the amount of \$1,529.64, which has been calculated as follows:

Claim	Allowed
Replace hardwood flooring (master bedroom):	\$782.00
Replace flooring:	\$1,455.64
Bathroom cabinet and outlet:	\$25.00
Cleaning services:	\$198.00

Pro-rated rent (March 1-3, 2017):	\$169.00
Filing fee:	\$100.00
<i>LESS</i> security deposit and pet damage deposit:	(\$1,200.00)
TOTAL:	\$1,529.64

Conclusion

The Landlord is granted a monetary order in the amount of \$1,529.64. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 1, 2017

Residential Tenancy Branch