



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 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 unpaid utilities - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy started on either October 13 or November 1, 2016. Rent of \$950.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$475.00 as a security deposit. No move-in or move-out inspection was conducted.

The Landlord states that the tenancy ended on February 28, 2017. The Tenant states that he and his child left the unit on January 29, 2017 due to a septic flood in the basement and that the Tenant moved out its belongings and returned the keys on February 26, 2017. The Landlord states that there was no flood and that the Tenant only told the Landlord that the septic had

backed up on January 29, 2017 when the Landlord attended the unit to conduct an inspection on January 29, 2017 and was not allowed to inspect the bedrooms. The Landlord states that the day after being informed by the Tenant of a back-up the Landlord had the tank emptied and had another company attend the next day to inspect the pump and change the float.

The Landlord states that no forwarding address was ever provided by the Tenant and that they served its application to the Tenant in person at the school that the Tenant's child attends. The Tenant states that his forwarding address was provided on a letter dated January 29, 2017. The Tenant did not provide a copy of this letter as evidence.

The Landlord states that the Tenant removed a pin mechanism from three inner door knobs and the entry door knob. The Landlord states that this was only discovered when the cleaner got locked into a room and had to leave by the window. The Landlord states that the Tenant left damage to a bedroom wall where the Tenant had patched two large holes each approximately 8 inches in diameter. The Landlord states that the job was poorly done and had to be redone. The Landlord states that they did the labour themselves to reduce the costs and claim only the materials for the locks and the one can of paint. The Landlord claims \$125.19 and provides a receipt for these costs.

The Tenant states that the door knobs were fine during the tenancy. The Tenant states that at move-in a mural plaque was on the wall and the Landlords informed the Tenant that this was due to damage from a previous tenant. The Landlord denies this statement by the Tenant and states that holes were left by the Tenant.

The Landlord states that the addendum to the tenancy agreement requires that the Tenant pay 50% of the hydro and water. The Landlord claims \$365.14 + 560.31 + 97.69 for the costs of hydro between November 1, 2016 and February 28, 2017 inclusive and provides the bills for this period. The Tenant states that he paid \$250.00 in cash for the November to December 15, 2017 period and that he did not pay the remaining hydro costs claimed as the Landlord did not present him with the bills. The Landlord states that the Tenant did not pay for anything in cash other than the security deposit and a receipt was provided for that.

The Landlord states that the Tenant failed to pay for one month's worth of the water bill that comes every three months. The Landlord claims \$30.00. The Tenant states that this amount was not paid because no bill was presented by the Landlord.

The Landlord states that the Tenant failed to leave the unit clean and claims the cleaning costs of \$300.00. The Landlord provides a letter from the cleaner that details the state of the unit when the cleaning was done on March 13, 2017. The Landlord provides photos of the unit that the Landlord states were taken on March 12, 2017. The Tenant states that he cleaned the unit at move-out and that the photos are not from his tenancy.

The Landlord states that the Tenant left the carpet in the living room and bedrooms stained and with cigarette burns. The Landlord states that cleaning the carpet did not remove the stains. The Landlord states that they were told by a tenant that was in the unit at the time of purchase that the carpets were new in 2015. The Landlord states that the carpets were not all replaced yet and that they did replace some of the carpet with tile. The Landlord claims an estimated \$2,487.87 for the replacement costs. The Landlord states that for the next tenancy the rent was reduced to \$450.00 due to the state of the unit. The Tenant denies that there were burn holes anywhere and that the carpet looked old. The Tenant states that the Landlord also told the Tenant at the viewing of the unit not to worry about the carpet as the Landlord had plans to replace it anyway.

The Landlord states that the tenancy agreement addendum requires the Tenant to pay \$20.00 per month for access to the internet. The Landlord states that they pay approximately \$90.00 per month and that they are not sure of the internet speed or capacity. The Landlord states that they receive whatever internet is provided in their rural area. The Landlord states that the Tenant paid this amount each month but did not pay this amount for February 2017. The Landlord claims \$20.00. The Tenant states that although he paid for the internet he never was able to access the internet as there was never any connectivity.

The Landlord states that some old and used furniture pieces that were not worth much were missing at the end of the tenancy. The Landlord states that some of it was replaced at a second hand shop. The Landlord provides no receipts and claims \$250.00. The Landlord states that there was no list of furnishing included with the tenancy agreement.

Analysis

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. Based on the undisputed evidence that the Landlord served the Tenant in person with the application for dispute resolution, I find on a balance of probabilities that the Tenant did not provide a forwarding address to the Landlords. I note that I found the select portions of the Tenant's evidence to be vague and evasive. As a result and as the Tenant provided no supporting evidence at all, I have a preference for the Landlord's evidence on most points as set out below.

The Tenant did not provide any supporting evidence for the payment of utilities and the Landlord's evidence of non-payment of utilities rings true. Based on the undisputed evidence of the Tenant's obligation under the tenancy agreement to pay a portion of the hydro, I therefore find on a balance of probabilities that the Landlord has substantiated that Tenant failed to pay the hydro and is therefore entitled to the unpaid amounts of **\$365.14 + 560.31 + 97.69** as claimed.

Given the undisputed requirement for the payment of water, the undisputed evidence that the bill was not paid by the Tenant, and considering that the water bill was provided in the evidence package for the Tenant to consider, I find that the Landlords have substantiated its entitlement to **\$30.00**.

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, and 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. Given the preference for the Landlord's evidence and considering that the Landlord's description of the cleaner being locked in a room held a ring of truth, I find that the Landlord has substantiated on a balance of probabilities that the Tenant left the door knobs damaged. I also accept that the Tenant left poorly repaired large holes on the one wall. Given that the Landlord did not claim its labour costs to make the repairs I find that the Landlord acted reasonably to mitigate the repair costs.

Given the receipt I find that the Landlord has substantiated that it incurred the supply costs claimed and is therefore entitled to compensation of **\$125.19**.

Given the detailed letter from the cleaner I find on a balance of probabilities that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean. Given the costs outlined in the cleaner's letter I find that the Landlord has substantiated the costs claimed of **\$300.00**.

Although the Landlord gives evidence of an inspection in January 2017 the Landlord provided no inspection report from that date that would support a damaged carpet. There is no move-in inspection to show the condition of the carpet at the outset of the tenancy. The Landlord has not provided any evidence that costs were incurred for the replacement of any of the carpet. The Landlord's evidence of the age of the carpet is only supported by third hand information that I do not consider to be of much weight and the photos of the carpet are not of any assistance given their poor black and white faxed reproduction. For these reasons, given the Tenant's evidence of old age, and considering the evidence that the carpets were either not replaced at the cost quoted or were partially replaced with no evidence of that cost, I find on a balance of probabilities that Landlord has failed to substantiate the loss or costs claimed in relation to the carpets and I dismiss this claim.

Based on the undisputed evidence that the Tenant paid for internet during the tenancy I do not find the Tenant's evidence of not being able to connect during this time to hold a ring of truth. As a result and given the undisputed evidence that the Tenant agreed to pay \$20.00 per month for internet usage I find on a balance of probabilities that the Landlord has substantiated its claim to **\$20.00**.

Based on the evidence that the furnishings were old and of little value and as the Landlord did not provide any receipts I find that the Landlord has not substantiated that the furniture held any value or that the costs claimed to replace missing furniture were incurred. I therefore dismiss the claim in relation to the furnishings.

As the Landlord's claims have met with some success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,598.33**. Deducting the security deposit plus zero interest of **\$475.00** leaves **\$1,123.33** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$475.00 in full satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for **\$1,123.33**. 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: November 24, 2017

Residential Tenancy Branch