



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on July 26, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted with the Application were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement.

The Agent for the Landlord stated that the Tenant provided the service address as a forwarding address on June 30, 2017.

In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On December 01, 2017 the Landlord submitted 8 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on December 01, 2017. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 88 of the *Act* and it was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on March 01, 2016;
- the tenancy ended on June 30, 2017;
- the Tenant agreed to pay monthly rent of \$650.00 by the first day of each month;
- the Tenant paid a security deposit of \$325.00;
- a condition inspection report was completed at the beginning of the tenancy; and
- a condition inspection report was completed at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$125.00, for cleaning the carpet. The Landlord submitted a copy of the condition inspection report, in which the Tenant acknowledged the floors were not clean at the end of the tenancy and in which the Tenant agreed the Landlord was entitled to \$125.00 for cleaning the carpet.

The Agent for the Landlord stated that the \$125.00 cleaning cost noted on the condition inspection report was simply an estimate and that it only cost the Landlord \$71.02 to clean the carpet. The Landlord submitted a time sheet for the cleaning, in the amount of \$71.02.

The Landlord claimed compensation of \$800.00 for replacing two doors. At the hearing the Agent for the Landlord reduced the amount of the claim to \$549.12. The Agent for the Landlord stated that the doors needed to be replaced because there were holes in them, which were not there at the start of the tenancy.

The Landlord submitted a copy of the condition inspection report, in which the Tenant acknowledged the doors were damaged at the end of the tenancy and in which the Tenant agreed the Landlord was entitled to \$800.00 for replacing two doors.

The Agent for the Landlord stated that employees of the Landlord spent 4 hours for replacing the doors, for which the Landlord is seeking \$80.00 in compensation. The Landlord submitted a receipt for \$72.58 for paint used to paint the doors and a receipt for \$396.54 for purchasing two doors.

The Agent for the Landlord stated that the damaged doors were 35 to 40 years old.

The Landlord is seeking compensation, in the amount of \$20.00, for replacing a stove handle. The Agent for the Landlord stated that the handle was broken during the tenancy. The Landlord submitted a copy of the condition inspection report, in which the Tenant agreed the Landlord was entitled to \$20.00 for this repair. The Landlord did not submit a receipt for the cost of replacing the handle.

### Analysis

Section 38(4) of the *Act* authorizes a landlord to retain an amount from a security deposit or a pet damage deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant. On the basis of the condition inspection report submitted in evidence I find that the Tenant provided the Landlord with written permission to retain his security deposit of \$325.00.

As the Landlord had authority to retain the Tenant's security deposit of \$325.00, I find the Landlord did not need to apply to retain the security deposit and I do not need to consider the application to retain the security deposit.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to clean the carpet at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the carpet, which was \$71.02.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair two doors that were damaged during the tenancy.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of doors is 20 years. The evidence shows that the damaged doors were at least 35 years old at the end of the tenancy. I therefore find that the doors had exceeded their life expectancy at the end of this tenancy and I find that the Landlord is not entitled to the cost of replacing the doors. I therefore dismiss the claim for replacing the doors.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the stove handle that was damaged during the tenancy.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord failed to establish the true cost of repairing the damaged stove handle. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence that corroborates the Landlord's claim that it cost \$20.00 to repair the handle. When receipts are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the receipts.

As the Landlord has failed to establish the cost of repairing the stove handle, I dismiss the Landlord's claim of \$20.00 for that repair.

I find that the Landlord has failed to establish that the Landlord is entitled to compensation over and above the security deposit the Tenant has authorized the Landlord to retain. I therefore dismiss the Landlord's application for a monetary Order.

As the Landlord did not need to file an application to retain the Tenant's security deposit and the Landlord has failed to establish a monetary claim over and above the security deposit, I dismiss the Landlord's application to recover the fee for filing this Application for Dispute Resolution.

#### Conclusion

The Landlord has the right to retain the Tenant's security deposit, pursuant to section 38(4) of the *Act*.

The Landlord has failed to establish a monetary claim over and above the security deposit and I dismiss the application for a monetary Order.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 31, 2018

---

Residential Tenancy Branch