



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding JUST VIRANI CONSULTING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened to deal with an Application for Dispute Resolution by the Landlord for a monetary order for damage to the rental unit; unpaid rent; to retain the pet damage deposit and or security deposit; and to recover the filing fee for the Application.

The hearing was conducted by conference call and both parties participated in the hearing. The hearing process was explained and the participants were asked if they had any questions. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties testified that they have exchanged the documentary evidence that I have before 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

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep all or part of the security deposit or pet damage deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on June 1, 2016, as a fixed term tenancy to continue until May 30, 2018. The Tenant was to pay the Landlord monthly rent in the amount of \$2,000.00 by the first day of each month.

The rental property contains two units. The Tenants lived in the unit located on the upper floor and the Landlord lives in the unit on the lower floor.

The parties disagree on the date the tenancy ended. The Tenant testified that the Tenants had moved out and returned the keys by July 25, 2017. The Landlord testified that the Tenants moved out on September 9, 2017.

The Landlord testified that after the Tenants moved out of the unit, there was unpaid rent owing; damage to the unit that required repair; and cleaning required to be performed.

The Landlord is requesting compensation for the following items:

Loss of rent for September 2017 and October 2017	\$4,000.00
Skip trace fee	\$575.40
Broken glass door in bathroom	\$328.20
Broken tiles in shower	\$639.95
Broken shower head	\$104.15
Missing towel holder	\$61.39
Carpet Cleaning	\$175.00
Kitchen garburator	\$435.99
Light shield	\$28.00
Electrical issue	\$130.00
Lock replacement	\$230.74
Carport repair	\$874.36
Sundeck globe and wall lamp	\$86.39
Window screens	\$170.24
Ensuite water faucet	\$188.73
Dump costs	\$140.00
Cleaning Costs	\$300.00
Court Costs	\$42.00
Breach of quiet enjoyment	\$6,000.00
Filing fees	\$300.00
Canada Post and notary fees	\$92.00

Loss of Rent for September 2017, and October 2017, \$4,000.00

The Landlord testified that the Tenants moved out prior to the end of the fixed term tenancy. The Landlord testified that he was conducting repairs of the unit during September and October 2017, and he could not rent the unit out until November 1, 2017. The Landlord testified that he started to advertise the unit around September 2017, and told interested parties that the unit would be available after the renovations and repairs were complete. The Landlord is seeking \$4,000.00 for a loss of rent for the months of September 2017, and October 2017.

In response, the Tenant testified that she moved out of the rental unit on July 25, 2017, and left the keys in the mailbox. She testified that she did not provide her forwarding address to the Landlord because he was uttering threats.

The Tenants provided a copy of an email from their new Landlord that indicates the Tenants moved into their new rental unit on July 25, 2017. The Tenants also provided a copy of a utility bill indicating they were living in a new unit in August 2017.

The Landlord submitted that the Tenants did not move out until the end of August 2017. The Landlord was previously awarded compensation for a loss of rent for the months of July 2017, and August 2017 on file #864307.

Skip Trace fee \$575.40

The Landlord testified that he hired a skip trace service to locate the Tenants to take them to court. The Landlord testified that the Tenant did not provide her forwarding address and the Landlord had no alternative. The Landlord provided a copy of a receipt dated September 7, 2017, in the amount of \$575.40 for a skip trace, service of summons and notarization costs.

In response, the Tenant testified that the Landlord requested her forwarding address on August 16, 2017, and she informed him that she would accept service of documents using email. The Tenants did not want to provide the Landlord with their physical address due to threats. The Tenants provided a copy of an email dated August 17, 2017, where they agree to accept service of documents using email.

The Tenant submitted that it was the Landlords choice to hire a skip trace and the Landlord must bear the cost. The Tenant testified that the Landlord did serve them with documents using email.

Broken Glass Door in Bathroom \$328.20

The Landlord testified that the glass door in the bathroom was broken and required repair. The Landlord provided a photograph showing a shower door with cracked glass. The Landlord testified that the shower door was not cracked at the start of the tenancy. The Landlord referred to an inspection report completed by the parties at the start of the tenancy which indicates the bathroom was clean. The Landlord provided a move out condition inspection report that indicates it was completed in August/ September 2017. The document is signed by the Landlord but is not signed by the Tenants. The Landlord testified that the inspection was conducted on September 7, 2017.

The Landlord provided a receipt from a glass company dated August 28, 2017, in the amount of \$263.20 for the replacement cost of the glass shower panel. The Landlord testified that it cost \$65.00 in labour to remove the door and reinstall the door. The Landlord provided an invoice for the labour cost at \$130.00 per hour.

In response, the Tenant testified that the Landlord conducted a move out inspection without their participation more than a month after the Tenants had vacated the unit. The Tenants submitted that the Landlord knew they were moving out but did not make any attempt to arrange for a move out inspection.

The Tenant submits that the date of the glass repair invoice is dated prior to the date the Landlord suggests he performed a move out inspection on September 7, 2017. The Tenants question how the Landlord could have removed the door for repair in August if the Tenants were allegedly living in the unit until September 9, 2017.

Broken Tiles in Shower \$639.95

The Landlord testified that the tiles in the bathroom shower were found damaged at the end of the tenancy. The Landlord testified that the bathroom was in good condition at the start of the tenancy. The Landlord provided four photographs of the broken tiles. The Landlord provided receipts dated between August 21 -24 for the cost of tiles and materials. The Landlord is also claiming the cost of labour to repair the tiles. The Landlord is claiming for four hours of labour at \$130.00 per hour.

In response, the Tenant testified that the bathroom tiles were not broken when she moved out. The Tenant points out that the Landlords repairs were not started until more than 1 month after she moved out. The Tenant questioned when the Landlord took his photographs.

The Tenant submitted that the Landlords claim is excessive. She submitted that the photographs show a small area of repair. She submitted that the Landlords receipt for paint is not required for the repair, and a cost of \$130.00 per hour for labour is ridiculously high. The Tenant submitted that if the labourer is qualified to do the repair he should have his own tools and the Landlord should not be claiming the cost for a scraper.

The Landlord responded that he took the photographs sometime in August or September 2017. The Landlord testified that he does not know why the paint was purchased.

Broken Shower Head \$104.15

The Landlord testified that the shower head was found to be broken and needed to be replaced. The Landlord provided a photograph of the shower head with no obvious damage. The Landlord provided a receipt for the purchase of a new showerhead dated August 25, 2017, in the amount of \$38.15. The Landlord is also claiming the amount of \$65.00 for the labour cost to install the new shower head.

In response, the Tenant testified that the showerhead was not damaged. She testified that she removed it and used a showerhead of her own. She testified that she forgot to screw the old showerhead back on before she left. She testified that the Landlord's claim for \$65.00 to screw a showerhead on is ridiculous.

Missing Towel Holder \$61.39

The Landlord testified that during his inspection in September 2017, he noticed that the towel holder was missing. The Landlord provided a photograph of the bathroom and suggests it shows that a towel holder is missing. The Landlord provided a receipt dated September 1, 2017, in the amount of \$22.39. The Landlord is also seeking \$39.00 for the labour cost of installing the towel holder.

In response, the Tenant testified that both towel racks were there when she moved out. She testified that the Landlord's photograph is not clear and submitted that .3 of an hour at \$130.00 per hour is an excessive claim for installing a towel holder.

Carpet Cleaning \$175.00

The Landlord testified that the carpets were left in a dirty condition at the end of the tenancy. The Landlord provided photographs of clean carpets taken at the start of the tenancy and photographs of dirty carpets taken at the end of the tenancy.

The Landlord provided a receipt for carpet cleaning dated August 27, 2017, in the amount of \$175.00.

In response, the Tenant testified that she had the carpets cleaned five days prior to the end of the tenancy. She testified the carpets were cleaned on July 20, 2017. The Tenants provided a receipt for carpet cleaning dated July 20, 2017, in the amount of \$224.00.

Kitchen Garburator \$435.99

The Landlord testified that he found that the garburator was broken at the end of the tenancy. The Landlord testified that it was working at the start of the tenancy. The Landlord provided a receipt dated October 13, 2017, in the amount of \$251.00 for the cost of a new garburator. The Landlord is seeking \$184.99 for the installation cost of the garburator.

In response, the Tenant submitted that the garburator was working fine at the time they moved out. The Tenant submitted that she is not responsible for the replacement cost of a three year old appliance that breaks down.

Light Shield \$28.00

The Landlord testified that the light cover for the fluorescent tube lights was found to be damaged at the end of the tenancy. The Landlord provided a receipt in the amount of \$28.00. The Landlord did not provide any photographic evidence of the light cover or damage to the cover.

In response, the Tenant submitted that she has no idea what the Landlord is referring to. She submitted that the Landlord has not provided any photographs of damage, and the Tenants did not damage any light shield.

Electrical Issue \$130.00

The Landlord testified that the Tenants tampered with the electrical wiring. The Landlord is seeking \$130.00 for the cost to trace the malfunction. The Landlord did not provide any photographs of the electrical issue.

In response, the Tenant submitted that they did not tamper with the electricity. She testified that all the lights and switches were working when she moved out. She testified that the house is approximately 40 years old.

Lock Replacement \$230.74

The Landlord testified that the Tenants changed a door lock without consent. The Landlord testified that his key would not work on an entry door lock and he had to replace the lock. The Landlord provided a receipt dated September 18, 2017, for the purchase cost of three deadbolts. The Landlord is also seeking the amount of \$130.00 for the labour of replacing the locks.

In response, the Tenant testified that they did not change the locks in the rental unit. She testified that both entry doors used the same key. She testified that the key stopped working in one of the locks, so they only used the one entrance. She submitted that the Landlord assumed they had changed the lock; however the issue was with the existing lock and key.

Carport Repair \$874.36

The Landlord testified that the Tenants are responsible for damage to the wall of the carport and the concrete floor. The Landlord testified that the Tenants squeezed their vehicle into the carport and

damaged the wall. The Landlord submitted that the concrete floor was cracked due to the negligence of how the Tenants parked their vehicle. The Landlord testified that he purchased cement slabs to cover the concrete. The Landlord is seeking \$579.90 for the cost of cement slabs and \$195.00 for the labour cost to repair the wall and floor. The Landlord provided photographs of a small crack in the drywall above a window in the carport. The Landlord did not provide photographs of the cracked concrete.

In response, the Tenant submitted that the Landlord's claim is ridiculous. The Tenants acknowledged that they parked in the carport; however, they submit that their vehicles never hit the walls. They submitted that they did not cause the cracking of the cement. They submitted that the house was built in 1976 and it is settling. They also submitted that pipes in the carport burst a year prior and the water froze and likely damaged the concrete.

Sundeck Globe and Wall Lamp \$86.39

The Landlord submitted that the Tenants are responsible for a broken globe light and wall lamp on the deck. The Landlord provided three photographs of a broken globe fixture. The Landlord provided a receipt for the purchase of a globe light and an exterior wall lantern light.

In response, the Tenant testified that there was no damage to the globe light when they left the tenancy. The Tenant testified that the wall lantern did not need replacing.

Window Screens \$170.24

The Landlord testified that all the windows had screens at the start of the tenancy. The Landlord testified that six window screens were missing at the end of the tenancy. The Landlord testified that he replaced all the missing screens. The Landlord provided a receipt dated August 28, 2017, for the replacement cost of four screens and the remesh of a patio door screen.

In response, the Tenant testified that there were no screens on the windows at the start of the tenancy other than the ones on the three sliding glass doors. The Tenant testified that she removed the screens on the sliding doors and left them on the sundeck. She testified that the screens were not damaged.

Ensuite Water Faucet \$188.73

The Landlord testified that the Tenants are responsible for damage to an ensuite faucet. He testified that the top of the faucet was broken as the threads were gone. The Landlord testified that the faucet was replaced three years prior. The Landlord provided a photograph of the faucet with the top ball lever removed. The Landlord provided two receipts dated October 12, 2017 and October 13, 2017, for the cost of a kitchen faucet lever and a valve angle. The Landlord is also claiming \$91.00 for the cost of installing the new faucet in the bathroom.

In response, the Tenant testified that the faucet was very old. She testified that it was a push back faucet and the handle would come off with use. She testified that the handle was in this poor condition when they moved in. She testified that the faucet was not used in a negligent manner; just ordinary use.

Dump Costs \$140.00

The Landlord submitted that the Tenants left five bags of garbage and a number of heavy items when the moved out. The Landlord is seeking to recover the cost for disposing of the items. The Landlord provided photographs of the Tenant's items that were stored in common areas. The Landlord provided an invoice in the amount of \$140.00 for the cost of hauling away waste and household items and the cost of the gas.

The Tenant testified that the photographs provided by the Landlord were taken while they were moving out. She testified that the items shown in the photos are items that she took with her. She testified that she took the boat and mattress and other items shown in the Landlords photos with her. She testified that she took three trips to the dump. She pointed out that the Landlord has not provided a receipt from the dump for the disposal of any items.

Cleaning Costs \$300.00

The Landlord testified that the Tenants left the rental unit dirty and damaged. The Landlord provided photographs of the stove and oven, laundry basin, and kitchen floor. The Landlord provided an invoice dated October 10, 2017, in the amount of \$300.00 for the cleaning of the rental unit.

The Tenant testified that she paid \$150.00 to have the unit cleaned on July 25, 2017. She testified that her cleaning person cleaned the oven/ range and it was left in a clean condition. The Tenant testified that the Landlord's photographs were taken prior to the Tenants moving out, and before the cleaning took place. The Tenant testified that she inspected the premises after the cleaning took place and it was clean.

Court Costs \$42.00

The Landlord is seeking to recover his costs for the costs associated with attending court to enforce collection of a monetary order against the Tenant. The Landlord provided two receipts from the Courts and two receipts for notary costs.

The Tenant submitted that she does not believe that the tenancy branch has the authority to grant compensation for these claims. The Tenant testified that she attended court in September and paid all costs associated with the small claims filing fee and the two months of rent granted to the Landlord.

Breach of Quiet Enjoyment \$6,000.00

The Landlord submitted that he is seeking \$2,000.00 per month for three months for his loss of peace and quiet enjoyment. The Landlord submitted that his claim against the Tenant is a punitive claim.

The Landlord was informed during the hearing that this claim is dismissed.

Residential Tenancy Policy Guideline # 6 Right to Quiet Enjoyment provides that *the covenant of quiet enjoyment promises that the Tenant shall enjoy the possession and use of the premises in peace and without disturbance.A Landlord does not have a reciprocal right to quiet enjoyment.*

Residential Tenancy Policy Guideline #16 Claims in Damages provides that an Arbitrator does not have the authority to award punitive damages to punish the respondent.

Filing Fees \$300.00

The Landlord is seeking to recover the application cost for this hearing. The Landlord is also seeking to recover the application cost for two previous dispute resolution hearings.

Canada Post Fees \$21.00

The Landlord is seeking to recover his costs for serving the Tenants the Notice of Hearing documents using registered mail.

Security Deposit and Pet Damage Deposit

The Tenant testified that she paid a security deposit of \$1,000.00 and a pet damage deposit of \$1,000.00. She testified that with respect to the pet damage deposit she paid \$500.00 in cash and \$500.00 using e – transfer. The Landlord testified that he received a \$1,000.00 security deposit but only received a \$500.00 pet damage deposit.

The Tenant submitted copies of emails sent on August 30, 2017, and September 1, 2017, where the parties agreed to a \$1,000.00 pet damage deposit to be paid in two \$500.00 installments. An email dated September 9, 2017, confirms that the Tenant paid the first \$500.00 deposit. There is no documentary evidence from either party that the second \$500.00 was ever paid.

The Landlord applied to retain the \$1,500.00 security deposit and pet damage deposit paid by the Tenant in full or partial satisfaction of his claims.

The Tenant testified that she did not provide a forwarding address in writing to the Landlord, as she thought the security deposit would apply to the rent.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

Section 21 of the Residential Tenancy Regulation states:

in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:

"Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

The Residential Tenancy Policy Guideline #5 Duty to Minimize Loss provides information to Landlords and Tenants on the duty to mitigate.

The Legislation requires the party seeking damages to show that reasonable efforts were made to reduce or prevent the loss claimed. The arbitrator may require evidence such as receipts and estimates for repairs or advertising receipts to prove mitigation. If the arbitrator finds that the party claiming damages has not minimized the loss, the arbitrator may award a reduced claim that is adjusted for the amount that might have been saved. The landlord or tenant entitled to contract for repairs as a result of a breach by the other party, may choose to pay a service charge that exceeds what one would reasonably be required to pay for the service in the circumstances. In that case, the arbitrator may award a reduced claim based on the reasonable cost of the service.

Landlords Condition Inspection Report

The Landlord testified that he conducted a move out inspection with a witness on September 7, 2017. The Tenant was not present and testified that she had moved out. She testified that the Landlord did not arrange a move out inspection prior to her moving out.

I find that the Landlords Condition Inspection Report is not reliable evidence and I give it no weight. The Landlord provided receipts for glass repair and tiles and grout dated in August 2017. I find that the Landlords inspection conducted in September 2017 is not reliable when he was already making repairs to the unit in August 2017.

Loss of Rent for September 2017, and October 2017, \$4,000.00

I find that the tenancy ended when the Tenants moved out of the rental unit on July 25, 2017, and did not return to the unit. The tenancy ended prior to the end of the fixed term tenancy agreement.

Damages for a loss of rent are an amount sufficient to put the Landlord in the same position as if the Tenant had not breached the tenancy agreement. The Landlord is subject to the statutory duty to mitigate the loss by re-renting the property at a reasonably economic rent. If the premises are un-rentable due to damage caused by the Tenant, the Landlord is entitled to claim damages for loss of rent; however, the Landlord is required to mitigate the loss by completing the repairs in a timely manner.

I find that the Landlord should have been aware that the Tenants had moved out of the rental unit on July 25, 2017. I do not accept the Landlord submission that the Tenants moved out on September 9, 2017. The Landlord provided receipts for repairs of the unit dated as early as August 8, 2017. The Landlord lives below the Tenant and took photographs of the Tenants possessions when the Tenant was moving out. The Tenants provided a copy of an email from their new Landlord that indicates the Tenants moved into their new rental unit on July 25, 2017. The Tenants also provided a copy of a utility bill indicating they were living in a new unit in August 2017.

The Landlord was previously granted compensation for a loss of rent for July 2017, and August 2017.

In considering whether the Landlord completed repairs in a timely manner, I have reviewed the dates of the Landlord's receipts and invoices. Many of the Landlord's invoices and receipts are dated in September 2017, and the middle of October 2017. I have considered the nature of the repairs and I find that the Landlord did not mitigate the loss of rent by having the repairs completed in a timely manner. Since the Landlord was previously compensated for a loss of rent for August 2017, I decline a further award for a loss of rent for September 2017, and October 2017. The Landlord's claim for \$4,000.00 is dismissed.

Skip Trace Fee \$575.40

I accept the Tenant's evidence that they sent an email dated August 17, 2017, to the Landlord where they agreed to accept service of documents using email. I find that the Landlord made the decision to hire a skip tracing service on September 7, 2017. I find that the Landlord is responsible for the cost of the skip trace and this cost cannot be recovered from the Tenant. The Landlord's claim for \$575.40 is dismissed.

Broken Glass Door in Bathroom \$328.20

I accept the Landlord's photographic evidence that the glass shower door was cracked and needed to be replaced. I grant the Landlord \$263.20 for the cost of the glass replacement.

I find that the Landlord's claim for the labour cost to install the door exceeds what is reasonable to pay for the service. The Landlord is claiming \$65.00 for the labour cost to re-install the repaired door. I find that a reasonable cost for the labour is \$30.00 per hour. I grant the Landlord \$15.00 for the half hour of labour to install the door.

The Landlord is granted a total amount of \$278.20 for the cost to repair the shower door.

Broken Tiles in shower \$639.95

I accept the Landlord's photographic evidence that the tiles in the shower were damaged and needed to be replaced. I grant the Landlord \$77.32 for the cost of the tiles and materials to fix the damaged tiles.

I find that the Landlord's claim for the labour cost to install the tiles exceeds what is reasonable to pay for the service. The Landlord is claiming \$520.00 for the labour cost to repair the wall. I find that a reasonable cost for the labour is \$40.00 per hour. I grant the Landlord \$160.00 for the four hours of labour to remove and install the tiles.

The Landlord is granted a total amount of \$237.32 for the cost to repair the shower tiles.

Broken Shower Head \$104.15

I find that there is insufficient evidence provided by the Landlord that the original showerhead was broken. I also find that the Landlord's claim of \$65.00 for the labour cost to install the new shower head is unreasonable.

The Landlords claim for \$104.15 is dismissed.

Missing Towel Holder \$61.39

The Landlord's photographic evidence does not support his claim that a towel holder was missing when he inspected the unit in September 2017. The Landlord's photograph is dark and is taken at a distance and I find that it does not provide any probative value on the issue.

I find that the Landlord provided insufficient evidence that the Tenant is responsible for the replacement cost and installation of a towel holder. The Landlords claim for \$61.39 is dismissed.

Carpet Cleaning \$175.00

The Residential Tenancy Policy guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

I accept the Landlord's photographic evidence that the carpets within the unit were left dirty at the end of the tenancy. While I acknowledge the Tenants invoice for carpet cleaning, I find that the Landlord has provided the better evidence that shows the carpets were still dirty.

I grant the Landlord the amount of \$175.00 for the cost of having the carpets cleaned.

Kitchen Garburator \$435.99

There is insufficient evidence from the Landlord to establish that the Tenants are responsible for damaging the garburator either deliberately or as a result of neglect. The Tenants submitted that the garburator was working fine and they are not responsible for the replacement cost of a three year old appliance that breaks down. The Landlord is responsible to maintain appliances in the rental unit.

The Landlord's claim for the replacement costs of the garburator is dismissed.

Light Shield \$28.00

The Tenant submitted that they did not damage a light shield and the Landlord did not provide any photographic evidence of the light cover or damage to the light cover.

I find that the Landlord provided insufficient evidence of damage to the light shield and did not establish that the Tenants are responsible for any damage. The Landlord's claim for the replacement cost of a light shield is dismissed.

Electrical Issue \$130.00

I find that the Landlord did not provide sufficient evidence to prove that the Tenants tampered with the electrical circuit. The Landlord's claim for \$130.00 for the labour cost to fix an electrical malfunction is dismissed.

Lock Replacement \$230.74

I find that the Landlord provided insufficient evidence that the Tenants changed the lock on the door. I find that Tenant's explanation that their key stopped working is reasonable and explains why the Landlord could not enter with his key. I find there is insufficient evidence that Tenants damaged the lock deliberately or as a result of neglect. The Landlord's claim for \$230.74 for the cost of replacing three deadbolts is dismissed.

Carport Repair \$874.36

I accept the Tenant's testimony that the house was built in 1976 as this testimony was unopposed by the Landlord. I accept the Tenant's submission that a 40 year old house may settle and that the cracks in concrete floor in the carport may be attributable to settling and water damage. I find that the Tenants were using the carport to park their vehicles in a normal and reasonable manner. It does not seem reasonable to me that the Landlord can hold the Tenants responsible for using the carport for its intended purpose, and then claim compensation for cracks in a 40 year old concrete floor.

In addition, I find that crack in the wall above the window in the carport to be more likely an issue with the building settling than negligence on the part of the Tenants. The Tenants refuted that they ever hit the wall with their vehicle and the Landlord's evidence does not establish that the crack was caused by a vehicle.

The Landlord's claim for \$874.36 for carport repairs is dismissed.

Sundeck Globe and Wall Lamp \$86.39

I accept the Landlord's photographs showing a broken globe light fixture. I do not accept the Landlord's submissions that a wall lamp needed replacement. The Landlord did not provide sufficient evidence that the wall lamp was broken by the Tenants.

I grant the Landlord the amount of \$67.19 for the cost of a new globe light cover. The Landlord's claim for the cost of a wall lamp is dismissed.

Window Screens \$170.24

I find that the Landlord's move in inspection document is silent regarding whether there were screens on the windows at the start of the tenancy. The document indicates the windows were clean but makes no mention of screens.

The Landlords photographs of the deck that appear to have been taken during the tenancy show that a screen for a sliding glass door is resting against the wall of the deck. This supports the Tenant's testimony that she removed the screens from the sliding glass doors.

The Landlord did not provide any photographic evidence of damage to the screen for the sliding glass door. I find that there is no reliable evidence showing the existence and condition of the screens at the start of the tenancy or at the end of the tenancy. In addition there is insufficient evidence that the Tenants are responsible for any damage to the screens.

The Landlord's claim for \$170.24 is dismissed.

Ensuite Water Faucet \$188.73

The Landlord's claim for the replacement cost of a bathroom faucet is dismissed. There is insufficient evidence that the faucet was damaged due to neglect by the Tenants.

Based on the photos of the Landlord and testimony of the Tenant, I find that the faucet was old. The Tenants are not responsible for reasonable wear and tear. In addition, the Landlord submitted a receipt for the replacement cost of a kitchen faucet lever and a valve angle. The Landlord's evidence that he installed a kitchen faucet in the bathroom is confusing.

The Landlords claim for \$188.73 is dismissed.

Dump Costs \$140.00

I accept the Tenant's testimony that the photographs provided by the Landlord showing items stored on the property were taken while the Tenant was in the process of moving out. I accept the Tenant's testimony that the boat, mattresses, bicycles, and boxes were all removed by the Tenant when she left.

The Landlord provided an invoice in the amount of \$130.00 for the cost of hauling waste and household items to the dump; however, the Landlord did not provide photographs of the items he disposed of, and did not provide a receipt from the dump for the disposal cost of any items.

The Landlords claim for \$140.00 is dismissed.

Cleaning Costs \$300.00

I accept the Landlord's testimony and photographs that establish the rental unit needed to be cleaned at the end of the tenancy. While I acknowledge the Tenant's testimony that she hired a cleaner, I find that the Landlord's photographs are the better evidence.

I grant the Landlord \$300.00 for the cost of having the rental unit cleaned at the end of the tenancy.

Court Costs \$42.00

The Landlords claim to recover court costs is dismissed. Any costs related to the enforcement of a monetary order at Court must be claimed through the Court process.

The Landlords request for \$42.00 is dismissed.

Breach of Quiet Enjoyment \$6,000.00

The Landlord was informed during the hearing that this claim is dismissed.

Residential Tenancy Policy Guideline # 6 Right to Quiet Enjoyment provides that *the covenant of quiet enjoyment promises that the Tenant shall enjoy the possession and use of the premises in peace and without disturbance.A Landlord does not have a reciprocal right to quiet enjoyment.*

Residential Tenancy Policy Guideline #16 Claims in Damages provides that an Arbitrator does not have the authority to award punitive damages to punish the respondent.

Filing Fees \$300.00

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was partially successful with his application, I order the Tenant to repay the \$100.00 of the fee that the Landlord paid to make application for dispute resolution.

The Landlords request to recover the filing fee for two earlier hearings is dismissed. The Landlord should have made those claims at that time or could have requested a clarification or correction of any Decision made at that time.

Canada Post Fees \$21.00

I find that the cost of sending documents using registered mail is a cost of doing business as a Landlord or Tenant. I find that the cost of registered mail is not compensable against the Tenant. The Landlords claim for \$21.00 for the cost of using registered mail is dismissed.

Security Deposit and Pet Damage Deposit

I find that the Tenants paid a \$1,000.00 security deposit and a \$500.00 pet damage deposit. There is insufficient evidence from the Tenant that the second \$500.00 pet damage deposit installment was ever paid. I find that the Landlord is holding a security deposit of \$1,000.00 and a pet damage deposit of \$500.00.

The Tenant testified that she did not provide a forwarding address in writing to the Landlord, as she thought the deposits would apply to the unpaid rent.

I find that the deposits of \$1500.00 being held by the Landlord will apply to set off any of the Landlord's monetary claims that are successful in this hearing.

Amounts awarded to the Landlord

Broken glass door in bathroom	\$278.20
Broken tiles in shower	\$237.32
Carpet Cleaning	\$175.00
Sundeck globe	\$67.19
Cleaning Costs	\$300.00
Filing fee	\$100.00

The Landlord has established a monetary claim in the amount of \$1,157.71. I authorize the Landlord to keep the amount of \$1,157.71 from the security deposit and pet damage deposit. After setting off the amount of the award of \$1,157.71 against the security deposit and pet damage deposit of \$1,500.00 the Landlord is ordered to return the balance of \$342.29 to the Tenant.

Conclusion

The Landlord established a monetary award of \$1,157.71 for damage and cleaning of the rental unit.

I authorize the Landlord to keep the amount of \$1,157.71 from the security deposit and pet damage deposit of \$1,500.00.

I order the Landlord to return the balance of \$342.29 to the Tenant.

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 11, 2018

Residential Tenancy Branch