



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNSD MNDC OPB MND FF

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held by teleconference. This hearing spanned multiple hearing slots, as it had to be adjourned to hear all of the items on the application. The hearings took place on February 27, 2018, May 10, 2018, and July 10, 2018. The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenants' security deposit in satisfaction of the monetary order requested pursuant to section 38;
- an order of possession due to the tenants breaching a fixed term tenancy agreement; and,
- to recover the cost of the filing fee.

Both parties attended all of the hearings and provided testimony. Both parties confirmed receipt of each other's documentary evidence. The Tenant's confirmed receipt of the Landlords amendments.

Both parties were provided 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.

### Preliminary Matters

Both parties agreed that the tenancy ended at the end of July 2017. As such, the Landlords' application for an order of possession is no longer required and I dismiss this portion of the Landlords' application.

### Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in satisfaction of the monetary order requested?

### Background and Evidence

Both parties agree that the tenancy began on May 1, 2013, and ended on July 31, 2017, and the rental unit consisted of a fully furnished dwelling with a large patio space. The Landlords hold a security deposit in the amount of \$925.00 and a pet deposit in the amount of \$400.00.

The condition inspection report provided into evidence contains both a move-in inspection as well as a move-out inspection component. The parties agree that a move-in inspection was done at the start (early May 2013) and there does not appear to be any dispute over the condition of the suite or the contents indicated at the start of the tenancy. However, when the move-out inspection was completed on July 31, 2017, the parties were in disagreement over what the condition of the rental unit was. The Tenants were present for the move-out inspection. However, at the bottom of the condition inspection report the Tenants indicated that they did not agree with the Landlords opinion with respect to the condition of the unit. The Tenants also provided their forwarding address on this day via the condition inspection report. The Tenants stated that there was also a furniture contents and condition inspection report which detailed the different items included as part of the furnished space. The Tenants stated that a copy of this report was never provided to them, nor were the items discussed at the end of the tenancy.

The Tenants also stated that after move-out inspection was done on July 31, 2017, and they signed the partly completed move-out inspection indicating they didn't agree, the Landlords modified the report. The Tenants stated that nothing was filled in under the end of tenancy columns and many items were written outside the borders on "part Z" of the report. The Tenants stated that there were some items listed under part z of the report that they were present for but much of it was added after they left. The Tenants do not dispute what was listed and signed off on under the move-in portion of the condition inspection report or the furniture contents report.

The Landlords stated they did not modify the condition inspection report but suggested that they added the broken remote control after they discovered it. The Tenants stated that they were only shown the first 3 pages of the condition inspection report, and were never shown the furniture and contents report that was later provided to them via email, with many items they disagree with.

The Landlords testified that the rental unit was constructed sometime in late 2009. The Landlords stated that the rental unit was in a good state of repair at the start of the tenancy, and

they are surprised how many things were damaged and changed when the Tenants moved out. The Landlords took photos at the end of the tenancy as evidence to show what the rental unit was like after the Tenants left.

The Landlords are seeking \$4,659.88 for 11 different items as outlined on their monetary order worksheet. These items are reproduced here, in the same order, as follows:

1. **Moshe Property Services** – \$2,058.00 - Drywall, painting, and repairs performed
2. **Ikea** - \$1,563.00 – Replacement of sofa, office desk, 4 dining chairs
3. **BBQ Parts** - \$19.75 – replacement of broken BBQ wheel
4. **Home Depot** - \$16.06 – 3x 3-way light switches
5. **Home Depot** - \$21.62 – 3 x single light switches, 1 x 3-way light switch, 2 key hooks
6. **Home Depot** - \$17.83 – 2 x 3-way light switch, 1 wall plate, paint sample
7. **Ikea** - \$99.68 – replacement mirror in bathroom
8. **Ikea** - \$278.88 – replacement of bathroom medicine cabinet
9. **Ikea** - \$256.48 – Office Chair replacement
10. **Ikea** - \$234.08 – Patio furniture replacement
11. **Ebay** - \$94.50 – Remote control replacement for TV unit

The above items were elaborated on during the hearing. Each party provided testimony on each item as follows:

1. **Moshe Property Services – \$2,058.00** - Drywall, painting, and repairs performed

The Landlords provided an invoice from a property services company they hired to fix the unit after the Tenants left. The invoice is broken down by room in the rental unit and specifies the following:

Living room: \$450.00 plus tax - repaired holes in living room walls, sand and prime in prep for paint, and paint walls

Landlord Evidence: The Landlords stated that the Tenants moved the entertainment centre from one wall in the living room to the other, without their consent. The Landlords stated that the Tenants created large holes in the walls from remounting the different pieces of the entertainment unit (TV, shelves etc).

Tenant Evidence: The Tenants agreed that they moved the entertainment centre and stated they did their best to cover the holes up. The Tenants stated that they were given permission to do this.

Bedroom: \$350.00 plus tax – repair damage to walls, sand and prime in prep for paint, and paint walls, remove screws covered with patch

Landlord Evidence: The Landlords stated that there were two walls that needed to be repainted. The Landlords stated that the Tenants left significant holes in the wall, and provided photos of these holes. The Landlord also stated the Tenants painted some of the walls in a color they did not approve of.

Tenant Evidence: The Tenants stated that as per the condition inspection report, and their photos taken at the time they moved in, there were significant holes in the walls already that had been poorly patched. The Tenants stated that any other holes that were present were from small pictures being hung. The Tenants stated that they were given permission to paint the walls of the bedroom and was told the color didn't matter.

Kitchen and Hallway: \$500.00 plus tax – repair damage to walls, sand and prime in prep for paint, paint

Landlord evidence: The Landlords stated that there was lots of wall and paint damage in the kitchen and in the hallway. The Landlord pointed to their photos to show the condition of the walls and to show that there were several areas that had been patched with fill and had to be further sanded and fixed prior to repainting. The Landlord also wants compensation to replace the broken wall hooks.

Tenant evidence: The Tenants stated that any damage was minimal and that the marks were just from normal wear and tear. The Tenants also stated that they filled and sanded any holes they created, and provided photos to show this work. The Tenants stated that they did not break the wall hooks and that these were broken at the start of the tenancy. However, these items were not on the condition inspection report.

Replace all light switches: \$120.00 plus tax

Landlord Evidence: The Landlord stated that almost all of the light switches were cracked at the end of the tenancy and were in good condition at the start of the tenancy. The Landlord provided photos taken at the time the Tenants moved out. The Landlord also pointed to the move-in part of the condition inspection to show the "electrical outlets" part, which shows that all of these were in good condition at the start of the tenancy. The Landlord stated that this is where the light switches would be recorded.

Tenant Evidence: The Tenants stated that the light switches were not as bad as the Landlords are stating but they also accepted the cost to replace these items.

Removal and installation of TV and Sound System: \$120.00 plus tax

Landlord Evidence: The Landlords stated that the Tenants moved the entertainment unit in the living room without consent, which left damage and had to be remounted and moved by the handyman.

Tenant Evidence: The Tenants stated that they moved the entertainment unit to the other wall but they patched up as best they could, as to leave minimal damage. The Tenants stated they had permission to move this and to repaint.

Removal of light fixture in living room: \$150.00 plus tax

Landlord evidence: The Landlords stated that the Tenants modified a ceiling light in the living room and it was not done in compliance with the electrical code or with their permission. The Landlords stated that they had to remount the fixture. The Landlords provided photos to show the exposed connections and poor mounting job.

Tenant evidence: The Tenants do not deny moving the light fixture but stated that the Landlords did not properly voice their concerns with this light in person. The Tenants stated that they did not ask for permission to move this but stated they did so to improve upon the lighting of the unit. The Tenants stated they had it installed by a contractor.

Replace 1 patio screen door and install 2 patio screen doors: \$150.00

Landlord evidence: The Landlord stated that there were 2 screen doors, one of which was damaged beyond repair, and both of which required re-installing, as they had been derailed, and put aside. The Landlord provided photos of the damaged screen doors, taken at the time the Tenants moved out.

Tenant evidence: The Tenants stated that they removed the screen doors because one of them had a broken handle and both were not functioning properly. The Tenants stated that the doors were difficult to operate because they were not functioning properly. The Tenants stated that it is possible that their cat damaged the screen door.

Garden weeding and removal: \$120.00 plus tax

Landlord evidence: The Landlords stated that the Tenants didn't properly weed the patio garden before they left.

Tenant evidence: The Tenants stated that when they moved in, the garden was dense and overgrown. The Tenants stated that during their tenancy, they cleaned up the garden, added more soil, and weeded on a regular basis. The Tenants provided

photos to show the condition at the start, and during the tenancy, showing that there were very few weeds present. The Tenants stated there were no weeds or issues with the garden when they left the unit.

2. **Ikea** - \$1,563.00 – Replacement of sofa, office desk, 4 dining chairs

Landlord evidence: The Landlords provided receipts for these items. The Landlords stated that the office desk (as shown in photos), was new at the time the Tenants moved into the rental unit in May of 2013. The Landlord provided a photo of the desk with delaminated surfaces and damage that was not fixable. The Landlord replaced the desk at a cost of \$169.00 plus tax.

The Landlords stated that the dining room chairs were also damaged and were 4.5 years old at the end of the tenancy. The Landlords stated that these chairs were damaged by the Tenants cat and they were not repairable. The Landlord provided a receipt and photos of the damage. The Landlord stated the 4 new chairs cost \$396.00 plus tax

The Landlords stated that the original couch at the start of the tenancy was only a couple of months old and was white leather. The Landlords stated that the Tenants contacted them to say they had damaged the couch and they were going to replace it with something equivalent. The Landlord stated that the Tenants replaced the couch with their permission but the current couch is worn and damaged. The Landlord stated that they replaced the replacement couch at a cost of \$899.00 plus tax.

Tenant evidence: The Tenants stated that all of these items were added to the move-out inspection report after they had left. The Tenants stated that there was no damage noted on the move-out inspection and the only wear on the desk was normal wear and tear. The Tenants stated that delamination of particle board after 4.5 years is normal.

The Tenants stated that the dining room chairs were cheaply built and were normally used. The Tenants stated that the replacement chairs were more expensive than the originals.

The Tenants stated that the sofa at the beginning of the tenancy had notable weathering, scratches, and a tear, which was noted on the move-in inspection. The Tenants noted that after they did the move-in inspection, they noticed that the couch was sagging and not comfortable but the Landlord's said they would not replace it, since it was not raised at the start of the tenancy. The Tenants stated that during the tenancy, they offered to replace the couch at their expense and leave it at the end of their tenancy. The Tenants stated that the Landlords approved this proposal as long as the couch was leather. The Tenants stated they purchased a brown leather couch which was better than the original couch they had.

The Tenants provided copies of emails which show that the Landlord acknowledged that as of April 2014, the original couch was two years old and previously had a tear in it. The emails also indicate that the Landlord was okay with the Tenants replacing the couch and leaving it behind after their tenancy, provided the couch was leather. The Tenants stated that when they moved in, the couch appeared much older than a couple of months due to the scratches and wear already present.

3. **BBQ Parts** - \$19.75 – replacement of broken BBQ wheel

Landlord evidence: The Landlords stated that a BBQ was provided with the rental unit and during the tenancy, the wheel was broken off. The Landlords stated that they had to order a replacement wheel. The Landlord provided a photo taken at the time of move out.

Tenant evidence: The Tenants stated that this was also added to the move-out inspection afterwards but that they are “not surprised” that the wheel broke because it had to be wheeled out away from the building each time it was used.

4. **Home Depot** - \$16.06 – 3 x 3-way light switches

5. **Home Depot** - \$21.62 – 3 x single light switches, 1 x 3-way light switch, 2 key hooks

6. **Home Depot** - \$17.83 – 2 x 3-way light switch, 1 wall plate, paint sample

Landlord evidence: The Landlords stated that the light switches were all in good working order and were not broken at the time of move in, yet almost all of them were cracked at the time the tenants left. The Landlord provided photos of the cracked switches and stated that 9 switches needed replacement and 1 wall plate. The Landlord stated that the building was built in 2009 and none of these switches were very old. The Landlord stated that breaking light switches is not considered “normal wear and tear”. The Landlords also stated that several of the key/coat hooks were snapped off, and needed replacement but that these items were not in the condition inspection because they were “fine”. The Landlords stated that if anything was damaged it was noted on the move-in inspection.

Tenant evidence: The Tenants stated that they acknowledge that they may have damaged one of the wall plates and some of the switches. The Tenants suggested that they accepted the cost to replace these items. However, they deny that they broke the wall hooks. The Tenants stated that the Landlords added this item to the move-out inspection without them present and they stated they are unaware of the damaged hooks.

7. **Ikea** - \$99.68 – replacement mirror in bathroom

Landlord evidence: The Landlords stated that there was a mirror that was in the bathroom at the time the Tenants moved into the rental unit and at the end of the tenancy, the mirror was in the closet, broken. The Landlord pointed out that on page 35 of the Tenants' evidence, the Tenants acknowledge that they broke the mirror.

Tenant evidence: The Tenants stated that the mirror in the bathroom "didn't hold up" and broke apart in their hands because it was not good quality.

8. **Ikea** - \$278.88 – replacement of bathroom medicine cabinet

Landlord evidence: The Landlords stated that the bathroom cabinet was new at the start of the tenancy and at the end of the tenancy, it had a chipped mirror. The Landlords stated that since the whole front of the cabinet is mirrored, it required replacement. The Landlord provided photos taken at move out, and pointed to the condition inspection report which shows that the cabinet was in good shape at the start, but chipped at the end. The Landlords stated they personally mounted the cabinet prior to the start of the tenancy.

Tenant evidence: The Tenants stated that they do not believe the cabinet was new at the start of the tenancy and they are not sure how it got chipped. The Tenants acknowledged that the cabinet had its share of wear and tear over 4 years.

9. **Ikea** - \$256.48 – Office Chair replacement

Landlord evidence: The Landlords stated that the photos show the damage to the chair and there are many tiny little holes from the cat. The Landlords stated that this chair was also brand new at the start of the tenancy, and needed replacement at the end due to the damage. The Landlord pointed to the email from the Tenants which show that they believed their cat likely damaged the computer chair.

Tenant evidence: The Tenants stated that there was 4 years of wear and tear on that chair but acknowledged that it was likely their cat that damaged the chair, which is why they offered to pay for it initially.

10. **Ikea** - \$234.08 – Patio furniture replacement

Landlord evidence: The Landlords pointed to the photos to show that the chairs had broken pieces (3 out of 4 chairs were broken) and the table itself was also broken. The Landlords stated that the set of table and chairs was brand new at the start of the tenancy. The Landlords stated that the screws were all broken in the chairs and they literally fell apart upon handling. The Landlord stated they tried to replace the table and chairs with the same items but it was not available, so they bought a different set.



However, they used the price of the original patio set for this part of their claim, not what they spent on the new set.

Tenant evidence: The Tenants stated that they are friends with the neighbours and were told that the Landlords replaced the patio set with a new, stainless steel one. The Tenants stated that the patio set was made from pine wood, and was exposed to the elements on the deck for 4 years. The Tenants stated they were not asked to store the furniture in any way, and since it was outdoor furniture, it was to remain outside.

**11. Ebay - \$94.50 – Remote control replacement for TV unit**

Landlord evidence: The Landlords stated that they noticed the button was missing from the remote control for the entertainment unit a few weeks after the tenancy ended. The Landlords stated that since they noticed late, it was never accounted for in the inspection report. The Landlords provided a receipt for the replacement remote.

Tenant evidence: The Tenants stated that they did not break the remote and they know nothing about this damage. The Tenants stated that it could have easily been the new tenants, as the damage was not noticed until after they started renting the unit.

In closing, the Landlords stated that they are out of pocket because the Tenants neglected and abused the furnishings in the rental unit. The Landlords stated that the modifications to the rental unit were done without their consent, and also noted that the Tenants were required to pay for repairs when there is an excessive number of holes (as per policy guideline #1).

Analysis

The Landlord is seeking monetary compensation for several items, as laid out above. These items will be addressed in the same order for my analysis. A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. 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 Landlord did everything possible to minimize the damage or losses that were incurred.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

Based on all of the above, the evidence (move in inspection, photos and invoices) and the testimony provided at the hearing, I find as follows:

Condition Inspection Report

Sections 23 and 35 of the Act states that a Landlord and Tenant together must inspect the condition of the rental unit on the day the Tenant is entitled to possession of the rental unit, and at the end of the tenancy before a new tenant begins to occupy the rental unit. Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report in accordance with the regulations.

In this case, I note that the parties do not dispute the contents of the move-in portion of the condition inspection report. As such I find this part of the condition inspection report provides reliable evidence with respect to the condition of the rental unit at the start of the tenancy. Further, I note the furniture contents report provided into evidence was signed by the Tenants at the start of the tenancy, and I find it also provides reliable evidence with respect to the condition of the contents of the furnished rental unit at the start of the tenancy.

With respect to the move-out portion of the condition inspection report and the furniture contents report, I find the document before me is of limited value in determining the condition of the unit, and the items within at the end of the tenancy. I find the Tenants have provided a detailed and compelling explanation as to what was added to the move-out portion of the condition inspection report after they had left. Further, the Tenants signed the move-out portion of the condition inspection report and clearly indicated that they did not agree with the Landlord's characterization of the damage at the time the move-out inspection was done. Ultimately, I am not satisfied the move-out portion of the condition inspection is sufficiently reliable. I have placed little weight on this part of the evidence, and I will rely on testimony and photo evidence provided by both parties to make my determinations with respect to the condition of the contents of the furnished rental unit at the end of the tenancy.

**1. Moshe Property Services – \$2,058.00** - Drywall, painting, and repairs performed

Living room: \$450.00 plus tax - repaired holes in living room walls, sand and prime in prep for paint, and paint walls

I note that there was an entertainment unit mounted to the wall, along with shelving, and that the Tenants admit to moving this unit to the other wall in the living room. I also note that the mounting of these units can impact and create holes and damage to the drywall, beyond what would be considered normal wear and tear. The Landlords provided photos of the holes and although I note the Tenants had patched them, I find it was a poor job that likely required some work to refinish. As such, I find the Landlord is entitled to some compensation for this item. However, since the rental unit was not painted since 2012, I decline to award the costs to repaint this part of the space, since the useful life expectancy of painted interior walls is only 4 years, as per Residential Policy Guideline #40. Since the painting and fixing the

drywall costs were lumped together, I only award the Landlord part of this amount. I award the Landlords a nominal amount of \$100.00, to reflect costs associated with refinishing the poorly patched holes, and preparing for re-painting.

Bedroom: \$350.00 plus tax – repair damage to walls, sand and prime in prep for paint, and paint walls, remove screws covered with patch

The move-in portion of the condition inspection shows that there were patches and painting needing to be done in the bedroom. The Tenants stated that the Landlord never did this, and the Landlord provided no evidence that they completed the repairs that were present at the start of the tenancy. Further, the Tenants provided photos of the bedroom wall at the start of the tenancy which show the poorly patched walls, and buried drywall hangers under patching compound and paint. Although I note there were holes and poorly patched areas at the time the Tenants moved out, I find it is not clear which ones were present at the start of the tenancy. As such, I do not find the Landlords have sufficiently demonstrated that the damage was caused by the current Tenants. Also, I decline to award the costs to repaint this part of the space, since the useful life expectancy of painted interior walls is only 4 years, as per Residential Policy Guideline #40. I dismiss this portion of the Landlords claim.

Kitchen and Hallway: \$500.00 plus tax – repair damage to walls, sand and prime in prep for paint, paint

The move-in section of the condition inspection report shows that there were scratched walls in the entry/hallway, so the walls had some surface damage present at the start of the tenancy in this area. However, the photos provided by the Landlord on this point show that there were several patches (poorly done) to cover up the holes left by the Tenants. The Tenants stated that they had hung some items up but patched them reasonably. I find some nail holes are normal. However, some of these are larger than normal nail holes and the patches were somewhat poorly done. As such, I find the Landlord should be entitled to some compensation to refinish some of these patches in preparation for painting. I award the Landlords a nominal amount of \$100.00 dollars for this amount. I decline to award the costs to repaint this part of the space, since the useful life expectancy of painted interior walls is only 4 years, as per Residential Policy Guideline #40.

Further, I decline to award the Landlord the cost to replace the hooks on the wall, as there is no evidence to show the condition of these at the start of the tenancy. I note this item is absent from the condition inspection report and the Tenants deny breaking them.

Replace all light switches: \$120.00 plus tax

I accept that the electrical outlets portions of the move-in condition inspection report is where the Landlord normally records light switches. I also note that they were in good condition at the start of the tenancy, and were almost all broken at the end of the tenancy. I also note the Tenants appeared to take responsibility for this damage. Ultimately, I find the Tenants are responsible for the replacement of these switches, and I award the Landlord \$120.00 plus 5% tax, \$126.00.

Removal and installation of TV and Sound System: \$120.00 plus tax

The consistent evidence before me is that the Tenants moved and remounted the TV unit and entertainment system/shelving. I find there is insufficient evidence that the Tenants had permission to move to entertainment unit as they have asserted. As such, I find the Tenants were responsible for restoring this to the same position and condition that it was at the start of the tenancy. I award the Landlords \$120.00 plus 5% tax, \$126.00.

Removal of light fixture in living room: \$150.00 plus tax

The Tenants do not deny moving the light fixture nor do they assert they had permission to move the light. Although the Tenants stated the light was moved by a contractor and was done properly, I find the Landlords' photos indicate otherwise. It appears the light was poorly mounted. Regardless, this light was moved without the Landlords consent, and was not returned to its original state. As such, I find the Landlord is entitled the full amount of the costs associated with remounting and rewiring the light fixture. I award the Landlords \$150.00 plus tax, \$157.50.

Replace 1 patio screen door and install 2 patio screen doors: \$150.00

The move-in portion of the condition inspection report shows that the screen door handle was broken and needed repair. It is not sufficiently clear if this issue was fixed for the Tenants. The Tenants stated that the door never really worked that well and this was part of the reason they were removed. The Tenants also acknowledged that some of the damage depicted in the Landlords photos was likely from their cat. The Landlords provided photos to show that one of the screen doors was torn apart and needed replacement. After reviewing the evidence on this matter, I note that the door may not have been functioning correctly during the tenancy and this may have contributed to why the Tenants removed the doors. Regardless it appears the Tenants cat damaged the screen door and ripped it. The Tenants do not deny their cat likely did this damage.

I do not find it sufficiently clear what damage was a result of the Tenants, except for the damaged screen on one of the doors, which warranted its replacement. I award the Landlord a nominal amount of \$75.00 for replacement and installation of one door, but decline to award more than that due to the fact that the door was, in part, removed because it was not functioning correctly, which was also identified at the time of move-in.

Garden weeding and removal: \$120.00 plus tax

Although the Landlords stated that the Tenants did not weed properly before they left and did not maintain the garden, I find the Tenants photos indicate otherwise. The Tenants provided a before (move-in) photo and a photo of all the work they did. Although it is not clear when the Tenants did the garden work, I find the photos show that the Tenants took an interest in the garden, brought in new soil, weeded, and planted some plants. I also note the Landlords have not provided sufficient documentary evidence to show that the gardens at the time of move-out were such that the Tenants should have to pay for professional weeding. I dismiss this portion of the Landlords' claim.

## **2. Ikea - \$1,563.00 – Replacement of sofa, office desk, 4 dining chairs**

### Sofa

The Landlord stated that they replaced the couch at a cost of \$899.00 plus tax.

After reviewing the evidence on this matter, I note the Tenants have provided an email record of some of the communications they had with the Landlords regarding the couch. I note that the Tenants moved in May 2013. There is an email from the Landlords stating that the couch was 2 years old as of April 2014, which would indicate it was new as of April 2012. During the hearing, the Landlords stated that the couch was only a couple of months old when the Tenants moved in in May of 2013, which would mean the couch was new as of early 2013. I find the Landlords' testimony on this matter is not internally consistent with the email that was provided into evidence and I find the Landlords' evidence with respect to how old the couch was is unreliable. I have given it little weight, and without further evidence showing how old the couch was, or what shape it was in, it is not clear how far along the couch was in its useful life, or how much the Tenants ought to be responsible for.

Furthermore, the Tenants provided evidence that they replaced the couch with another leather couch, as requested by the Landlords. Although there are scuff marks on the replacement couch, there is evidence to suggest the original couch also had some damage. Ultimately, the Landlords have not provided sufficient evidence on this matter such that I could find the Tenants are responsible for the couch the Landlords bought to replace the

“replacement” couch the Tenants got. I dismiss their claim for recovery of the cost of the couch.

### Desk

The Landlord replaced the desk at a cost of \$169.00 plus tax.

The move-in portion of the furniture contents report indicates that the desk was in good condition. The photos provided by the Landlord, taken at the time of move-out, show that the desk was delaminating significantly and that it needed replacement. The Landlord stated that the desk was new at the start of the tenancy. I find there is sufficient evidence to demonstrate that the Tenants are responsible for the damaged desk.

Policy Guideline #40 provides guidelines for the useful life expectancy of furniture (10 years). Given that this desk was 4 years old at the end of the tenancy, I find the Landlord is entitled to 60% of the value of this desk,  $\$189.28 \times 60\% = \$113.57$ .

### Dining Room Chairs

The Landlord stated the 4 new chairs cost \$396.00 plus tax.

The move-in portion of the furniture contents report indicates that the dining room chairs were in good condition at the start of the tenancy. The Landlords stated that the chairs were 4.5 years old at the end of the tenancy, and they were almost new at the start. The Landlords provided photos to show that the fabric on the chairs was pulled and had holes from cat nails. The Landlord also provided a photo to show the bottom of one of the chairs was pulled completely apart. Although the Tenants stated the replacement chairs were different from the original chairs, I do not find the cost of the replacement chairs to be unreasonable. I find there is sufficient evidence to show that the Tenants damaged the chairs. It appears their cat's nails penetrated the upholstery of the old chairs such that it damaged the fabric.

Policy Guideline #40 provides guidelines for the useful life expectancy of furniture (10 years). Given that chairs were almost 5 years old at the end of the tenancy, I find the Landlord is entitled to 50% of the value of the replacement chairs,  $\$443.52 \times 50\% = \$221.76$ .

**3. BBQ Parts - \$19.75 – replacement of broken BBQ wheel**

I acknowledge that the wheel of the BBQ was broken at the end of the tenancy and that the Landlord had to order a replacement. However, I have also considered the nature of the patio set up. The evidence indicated that the Tenants had to wheel the BBQ away from the house in order to use the BBQ, and then had to wheel it back next to the house after use. After living with this set up for 4 years, I find one broken wheel is considered normal wear and tear, given the nature of its use, and its location. I dismiss the Landlords' claim on this matter.

**4. Home Depot - \$16.06 – 3 x 3-way light switches**

**5. Home Depot - \$21.62 – 3 x single light switches, 1 x 3-way light switch, 2 key hooks**

**6. Home Depot - \$17.83 – 2 x 3-way light switch, 1 wall plate, paint sample**

After considering the evidence on this issue, and as stated above, I accept that the electrical outlets portions of the move-in condition inspection report is where the Landlord normally records light switches. I also note that they were in good condition at the start of the tenancy, and were almost all broken at the end of the tenancy. I find the Tenants are responsible for the material cost for the replacement of the light switches, and the wall plate they acknowledged breaking. However, I find there is insufficient evidence to show that the hooks were not damaged at the start of the tenancy, as this item is absent from the move-in part of the condition inspection report. I decline to award the Landlords the cost of the wall hooks. I award the Landlord \$41.79 for the costs (incl. tax) to replace the broken light switches, plus one wall plate (wall hooks not included).

**7. Ikea - \$99.68 – replacement mirror in bathroom**

I note there is evidence, in testimony and in email form, to show that the mirror broke during the tenancy. Although the Tenants stated that the mirror in the bathroom "didn't hold up" and broke apart in their hands because it was not good quality, I find they are responsible for the replacement of this mirror. I award the Landlord \$99.68 for this item.

**8. Ikea - \$278.88 – replacement of bathroom medicine cabinet**

I note the move-in portion of the condition inspection report shows that the bathroom cabinets were in good condition at the start of the tenancy. I also note the photos from the Landlord showing the broken mirror on the door of the cabinet at the end of the tenancy. The Landlords stated that this unit was brand new at the start of the tenancy. I find the evidence before me sufficiently demonstrates that the Tenants caused and are responsible

for the damaged bathroom cabinet. However, Residential Policy Guideline #40 provides guidelines for the useful life expectancy of bathroom cabinets (25 years). Given that the cabinet was around 4 years old at the end of the tenancy, I have reduced the amount owing by  $4/25^{\text{th}}$ , which amounts to a reduction of 11.4% to reflect the age of the unit at the time it was replaced. I find the Landlord is entitled to 88.6% of the value of the replacement cabinet,  $\$278.88 \times 88.6\% = \$247.01$ .

#### **9. Ikea - \$256.48 – Office Chair replacement**

I note the move-in portion of the furniture contents report indicates that the office chair was in good condition and was brand new at the start of the tenancy. The Landlords provided a photo of the chair at the end of the tenancy which shows the cat damage, and nail holes all over the chair. The Tenants suggested in the hearing that it may have been caused by their cat and at one point offered to pay for this item. Having considered the testimony and evidence on this matter, I find the Tenants are responsible for the replacement of this item.

Policy Guideline #40 provides guidelines for the useful life expectancy of furniture (10 years). Given that chair was around 4 years old at the end of the tenancy, I find the Landlord is entitled to 60% of the value of the replacement chair,  $\$256.48 \times 60\% = \$153.88$ .

#### **10. Ikea - \$234.08 – Patio furniture replacement**

The move-in section of the furniture contents report shows that the outdoor patio set was in good condition at the start of the tenancy. The Landlords stated that the patio set was brand new at the start of the tenancy, and they would have expected some fading and wear, but having 3 out of 4 chairs and the table broken is above and beyond what should have occurred. The Landlords stated that they were not able to buy the exact same set, so they located the price of the original unit, and are only looking for this amount, despite spending more on a different unit.

After reviewing the Landlords' photos on this matter, I note that the patio set appears to be fragile looking and constructed from materials that would not likely last the typical useful life expectancy of a furniture item (10 years). Although I find the patio set likely would not last 10 years under normal conditions, with reasonable wear and tear, I also find there are parts of the furniture that were physically broken. I find some of the damage to the table was likely due to neglect and or misuse by the Tenants. However, given the poor quality of the patio set, I do not find it reasonable to expect this item to last 10 years, which is why I have not applied the Residential Policy Guideline in determining what the Tenants ought to be responsible for. Rather, I find the Tenants should pay the Landlords a nominal amount of \$50.00 for this item.

#### **11. Ebay - \$94.50 – Remote control replacement for TV unit**



After considering the totality of the evidence and testimony on this matter, I note the Landlords did not notice the remote control being broken until after the tenancy ended. The Tenants stated they know nothing about this item and deny breaking it. Overall, I find there is insufficient evidence to show the condition of the remote at the start of the tenancy, and also to show that any damage to the remote was caused by the Tenants. I dismiss this part of the Landlords' claim.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were substantially successful with the application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlords are entitled to the following monetary compensation, as outlined above:

Item	Amount
1. <b>Moshe Property Services</b> - Drywall, painting, and repairs	\$684.50
2. <b>Ikea</b> - Replacement of sofa, office desk, 4 dining chairs	\$335.33
3. <b>BBQ Wheel</b>	\$0
4, 5, and 6. <b>Home Depot</b> – Switches, wall plate	\$41.79
7. <b>Ikea</b> - Mirror in bathroom	\$99.68
8. <b>Ikea</b> – Bathroom cabinet	\$247.01
9. <b>Ikea</b> – Office chair	\$153.88
10. <b>Ikea</b> – Patio Furniture	\$50.00
11. <b>Ebay</b> – Remote Control	\$0
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,712.19
LESS: Security/Pet Deposit	\$1,325.00
<b>Total Amount</b>	<b>\$387.19</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$387.19**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: July 18, 2018

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Residential Tenancy Branch