



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCL-S, MNDL-S, FFL

### Introduction

This decision is in respect of the landlords' application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on June 13, 2018. The landlords seek orders for compensation for damage or compensation related to the rental unit, and for recovery of the filing fee, pursuant to sections 67 and 72 of the Act, respectively.

A dispute resolution hearing was convened on November 1, 2018, and the landlords and the tenant attended. The parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issues of this application are considered in my decision.

### Issue to be Decided

1. Are the landlords entitled to an order for compensation for damage or compensation pursuant to section 67 of the Act?
2. Are the landlords entitled to an order for compensation for recovery of the filing fee, pursuant to section 72 of the Act?

### Background and Evidence

The landlords submitted a Statement of Facts which summarizes their application. For the purposes of brevity, I shall cite from this Statement where appropriate and relevant.

The parties entered into a tenancy agreement on June 1, 2017, and the tenancy ended on May 31, 2018. Monthly rent, due on the first of the month, was \$1,995.00. The tenant paid a security deposit of \$997.50 and a pet damage deposit of \$997.50. Submitted into evidence was a copy of the written tenancy agreement.

On June 1, 2017, the parties conducted a move-in inspection and the landlords completed a move-in Condition Inspection Report. On May 29, 2018, the parties conducted a move-out inspection and the landlords completed a move-out Condition

Inspection Report. I note that the landlords applied for dispute resolution claiming against the security and pet damage deposits within fifteen days of the end of the tenancy. A copy of the Condition Inspection Report was submitted into evidence.

The landlords' claim is for compensation in the amount of \$2,873.14 (excluding the \$100.00 filing fee, also being sought), comprised of the following items, which the landlords itemize on a submitted Monetary Order Worksheet and from which I will list as written:

Receipt / Estimate From	For	Amount
Home Depot – printed quote	Double French Door	\$1,793.24
Double French Door (verbal quote)	Delivery, installation, paint	\$629.90
JJ's Lawm [sic] Moving – receipt	lawn mowing and trimming [sic]	\$50.00
Landlord's labour	removing weeds	\$100.00
Landlord's labour	picking up dog feces	\$50.00
Landlord's labour	removing wax on floor	\$50.00
Landlord's labour	installing 2 interior doors	\$50.00
Landlord's labour	cleaning interior of home	\$150.00
Total monetary order claim		\$2,873.14

In regard to the claims for landlord's labour, the landlord testified that they are calculating these at a rate of \$50.00 per hour. The landlords submitted documentary evidence related to the French doors and the lawn mowing.

The landlords testified that the parties, including the tenant, signed the Condition Inspection Report (the "Report") upon move-in and move-out. Section Z of the Report describes the damage to the rental unit as follows: "Interior – French Doors of patio has numerous scratches on both glazed panels including [illegible] .. Melted wax on floor in living room by [illegible] window . 2 doors off hinges/frames need to be re[illegible] . Exterior – weeds in all garden beds . Dog feces throughout yard . – Clean patio"

The tenant appears to have ticked the box that indicates he agreed that the Report fairly represented the condition of the rental unit upon the move-out. He signed the section of the Report agreeing to the following deductions from the security and/or pet damage deposit, the amounts of which were "Amount unknown at this time". The landlords testified that that neither party knew the cost of French doors, but after they obtained an amount they informed the tenant.

Regarding the “amount unknown,” the landlords testified that that they did not know whether they were required to put down an amount.

The tenant testified that “It blows my mind that we’re actually having this conversation.” He testified that the damages alleged that he caused he could fix himself, having worked in construction and having had his own construction company. He noted that repairs could be made with \$5.00 worth of putty and that the scratches to the French doors could be repaired in minutes. Indeed, he testified that he never agreed that they talked about replacing the French doors, but rather, that the agreement was to repair the French doors. “They made it look like the worst-case scenario,” he submitted.

Further, he argued that the landlords’ photos submitted into evidence are “the worse photos ever” and that they are not dated. Also, the tenant claimed that the photos were taken when he was not present at the house, and that the landlords broke into the home and took the photos of the dog feces.

Regarding the wax, the tenant testified that it would have taken 4 minutes to clean the wax from the floor. He could have fixed the off-hinged door in minutes.

In rebuttal, the landlords testified that one of them is in construction, and that there is a lot more work needed to be done to the French doors than the tenant claims. The landlords stated that they contacted two carpenters on craigslist about the door to obtain a fair price for used or new doors. The carpenters indicated that the issue was more problematic than initially described by the landlords. Regarding the photos, the landlords reiterated that the damage to the rental unit—whether or not one wants to consider the photographs—is listed in the Report. Finally, the landlords, in response to the tenant’s submission that the doors are from the 1950s, testified that the doors were installed in or around 2012.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 7 of the Act states that if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act states that if damage or loss results from a party not complying with the Act, the regulations or a tenancy agreement, an arbitrator may determine the

amount of, and order that party to pay, compensation to the other party.

In deciding whether compensation is due, I must apply the following four-part test:

1. Has a party to a tenancy agreement failed to comply with the Act, the regulations, or the tenancy agreement?
2. If yes, did loss or damage result from that non-compliance?
3. Has the party who suffered loss or damage proven the amount or value of that damage or loss?
4. Has the party who suffered the loss or damage that resulted from the other's non-compliance done whatever is reasonable to minimize the damage or loss?

In this case, the landlords claim is for compensation related to various items listed on their Monetary Order Worksheet and, most importantly, as described on the Report.

Subsection 37(2) of the Act states 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.

The tenant signed the Report on May 29, 2018. He therefore agreed to the damages and condition of the rental unit as described in the Report. Thus, by signing the Report he effectively confirmed that he failed to comply with the Act and with the tenancy agreement. The only issue in this application, then, is whether the amounts claimed are reasonable. That the tenant testified that he could have repaired the door or cleaned the wax is moot: the tenant, by his own admission, stated that he could have done those repairs himself. Yet, he chose not to. The tenant disputed the veracity of the photos, arguing that they should not be considered because they were undated. I do not find this argument persuasive. I note that several photos uploaded by the tenant 6 days before the hearing (which is less than seven days before the hearing and therefore not permitted under Rule 3.15 of the *Rules of Procedure*, under the Act) were undated. As the landlords testified, the evidence of damage is in the Report, and the tenant agreed to that damage by signing the Report.

Based on the testimony and documentary evidence of the parties, I find that but for the tenant's non-compliance with the Act, the landlords would not have suffered the loss or damage as claimed.

The amounts claimed for the cost of the French doors and for the lawn mowing and trimming were supported by an estimate from Home Depot and a receipt from a lawncare company. While I note that the Report was rather unclear as to whether deductions from the security and pet damage deposit would be for repairs of the French

doors or actual replacement of the French doors, I find that the landlords' evidence establishes that the doors were significantly damaged and that they needed to be replaced with new doors. It is unlikely that the landlords would seek to replace the doors after having installed them as recently as 2012.

Given the above, I find that the landlords have proven the amount or value of those items being claimed in the amounts of \$1,793.24 and \$50.00. However, because the doors were approximately 6 years old at the time of the damage, I must discount the replacement cost by factoring into the value the remaining useful lifetime at that time. Pursuant to *Residential Tenancy Policy Guideline 40 – Useful Life of Building Elements*, doors have a useful life of 20 years. Accordingly, I reduce the value of the French doors by 30% to \$1,255.27.

Regarding the cost to install the French doors, the landlords did not provide any documentary evidence to establish the estimated cost of installation. As such, I do not find that the landlords have proven the amount or value of those items being claimed. In cases where two parties dispute an estimated cost of an item or activity, the onus is on the party seeking compensation to prove their case through evidence that carries more weight than a verbal quote.

In respect of the claims for the landlords' labour, \$50.00 per hour is, with respect, an unreasonable hourly rate for removing weeds, picking up dog feces, installing the doors, removing wax, and cleaning the interior of the rental unit. I further find that, given the absence of any type of hourly log for the labour, the landlords have not established on a balance of probabilities the value or amount of their labour. The round numbers assigned to the five categories of labour lead me to infer that they were very rough approximations of time spent, versus an actual accounting of such time. As such, I dismiss this aspect of their claim but grant them a nominal award of \$100.00. The tenant did not dispute that the landlords carried out this work, but rather, he disputed the amounts and the time spent.

I find that the landlords acted reasonably in minimizing their loss by obtaining a quote from Home Depot, which is generally accepted to be at the lower end of price ranges for hardware.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the

landlords have proven their claim for compensation in the amount of \$1,255.27 for the French doors, \$50.00 for the lawn moving and trimming, and \$100.00 in nominal damages for the labour.

I grant the landlords a monetary award in the amount of \$100.00 for recovery of the filing fee.

Therefore, I grant the landlords a total monetary award of \$1,505.27 and grant the tenant a monetary award of \$489.73, all of which is calculated as follows:

CLAIM	AMOUNT
French doors	\$1,255.27
Lawn mowing and trimming	50.00
Filing fee	100.00
Nominal award for labour	100.00
LESS security deposit	(1,995.00)
Total:	-\$489.73

I order that the landlords may retain \$1,505.27 of the tenant's security and pet damage deposits in partial satisfaction of this award and must return \$489.73 to the tenant.

#### Conclusion

I grant the landlords a monetary award of \$1,505.27, the amount of which may be retained from the tenant's security and pet damage deposits.

I order that the landlords return \$489.73 of the tenant's security and pet damage deposit to the tenant within 15 days of receiving this Decision. An order consistent with this award to the tenant is included with this Decision.

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: November 2, 2018

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Residential Tenancy Branch