



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDL-S

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2523.07 damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was sufficiently served on the Tenant as the Tenant acknowledged service of the documents. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2017 and end on August 31, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1500 per month payable in

advance on the first day of each month. The tenant paid a security deposit of \$600 and a pet damage deposit of \$600 at the start of the tenancy.

The tenant testified she vacated the rental unit on or about June 6 to 7, 2018. The landlord testified he was not aware the tenant had vacated the rental until he received a text message from her on June 13, 2018. He then attended at the rental unit and took photographs.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim based on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I am satisfied based on the evidence presented that the tenant is responsible for the damage to the door and door frame between the house and garage. She testified it was in good condition when she vacated on or about June 6 or 7. However, she failed to advise the landlord that she had vacated until June 13, 2018. The photos taken by the landlord on that date show significant damage to the door and frame. I determined the tenant was responsible for the damage to the property until the date she advised the landlord that she had abandoned it.

The landlord claimed the material cost of \$410.97 and labor cost of \$240 to repair this damage for a total of \$650.97. The landlord is a builder and did the work himself. The landlord provided a quotation from another door company indicating the cost for labor and materials was \$517. The landlord testified the property is 2 years old. I determined after considering depreciation that the landlord is entitled to \$450 for this claim.

- b. I determined the landlord is entitled to 75.32 for the cost of materials and labor for weather stripping the front door and deck door.

- c. I dismissed the landlord's claim of \$17.85 for materials and \$120 for drywall on the kitchen. The tenant reported a leak in January 2018. The landlord investigated and was not able to find a plumbing problem. However, there is a water stain on the roof. I determined the landlord failed to prove this claim result from the actions or negligence of the tenant and as a result this claim is dismissed.
- d. I dismissed the landlord's claim of \$30 labor for the cost of drilling an inspection hole in the ceiling for the reasons set out above.
- e. I determined the landlord is entitled to \$20 for the cost of repairing holes in the garage wall from wall brackets.
- f. The landlord claimed the sum of \$265 for material cost for damage to a garage overhead door and \$252 for labor costs. The tenant denied causing the damage. The landlord has not done the work. I determined the landlord failed to prove the tenant's conduct or negligence has caused this damage.
- g. I determined the landlord is entitled to the amount claimed for a garage door remote that was not returned in the sum of \$20.
- h. I determined the landlord is entitled to \$173.37 for replacement of damage blinds plus \$60 in labor to hang these blinds for a total of \$233.37. The tenant failed to prove that the blinds she left were the correct size or could be used by the landlord. Policy Guideline 40 provides that the life expectancy of blinds is 10 years. The blinds were 2 years old. I determined the landlord is entitled to the depreciated value of this claim in the sum of \$186.
- i. I determined the landlord is entitled to \$30 for the cost of cleaning.
- j. I determined the landlord is entitled to \$60 for the cost of cleaning the fridge and light shades and garbage removal.
- k. I dismissed the landlord's claim of \$60 for the cost of grass cutting as I determined the landlord failed to prove the tenant failed to adequately cut the grass.
- l. I determined the landlord is entitled to \$30 for the cost of door locks.

- m. The landlord claimed \$182.34 for the cost of materials and \$240 for labor costs to replace a floor that has 25 scratches on it. The work has not been started. The landlord testified a new tenant moved in. The tenant denies causing the damage. The tenant conducted a Pre-tenancy inspection and there is a notation on it indicating scrape on the living room floor. The landlord testified he has bought the flooring and will replace it when the present tenant moves out. I determined that some damage pre-existed the tenancy and the tenant caused other damage. In the circumstances I determined the landlord has established a claim against the tenant in the sum of \$230 for the damage to the floor.

In summary I determined the landlord has established a monetary claim against the tenant in the sum of \$1101.32 plus the \$100 filing fee for a total of \$1201.32.

Security Deposit

The tenant submitted that the landlord failed to participate in a Condition Inspection at the start of the tenancy and at the end. The landlord testified he gave the Tenant the form and allowed her to complete the condition inspection on her own at the start of the tenancy. He does not object to what she recorded. Further, he had not way to getting ahold of the tenant at the end of the tenancy as she texted him indicating she had vacated but did not provide a forwarding address in writing.

Section 72(2) of the Act includes the following:

Director's orders: fees and monetary orders

72 (2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

...

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

I determined that section 71(2)(b) authorizes an arbitrator to deduct the security deposit and pet damage deposit from the amount awarded.

I determined the landlord has established a claim against the tenant in the sum of \$1201.31. The security deposit and pet damage deposit totals \$1200. I determined the

landlord is entitled to retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1.31.

Conclusion:

I ordered that the landlord shall retain the security deposit and pet damage deposit which totals \$1200. I further order that the tenant pay to the landlord the sum of \$1.31.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: December 07, 2018

Residential Tenancy Branch