



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDL-S MNRL-S FFL**

Introduction

This hearing dealt with an application by the landlords under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenants security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*; and
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlords appeared at the hearing and were given the opportunity to make submissions as well as present affirmed testimony and written evidence. The tenants did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional thirty minutes to allow the tenants the opportunity to call. The teleconference system indicated only the landlords and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenants had been provided.

The landlords provided uncontradicted affirmed evidence that, on November 12, 2018, they posted the Notice of Hearing and Application for Dispute Resolution on the door at the address provided by the tenants in the condition inspection report on moving out as

their forwarding address. Further to sections 89 and 90 of the *Act*, I find the landlords served the tenants on November 15, 2019, three days after posting.

The landlords filed an Amendment to an Application for Dispute Resolution on November 20, 2018 removing a claim the landlords inadvertently included in the Application to the effect that the tenants provided notice under Section A and an order of possession was sought. The landlords did not provide evidence the landlords served the Amendment on the tenants. I find the Amendment does not affect the claims presented by the landlords at the hearing and I do not consider the issue of service.

Issue(s) to be Decided

Are the landlords entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*; and
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlords provided considerable documentary evidence. While I have turned my mind to the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. The principal aspects of this matter and my findings are set out below.

The landlords provided testimony that the month-to-month tenancy agreement with the tenants began on April 1, 2017 and ended when the tenants vacated on October 31, 2018. Rent was \$1,695.00 a month payable at the first of the month. The landlord submitted a copy of the tenancy agreement as evidence.

At the beginning of the tenancy, the tenants provided a security and pet deposit in the total amount of \$1,635.00 ("the deposits") which is held by the landlords. At the

beginning of the tenancy, the parties conducted an inspection and the landlords submitted a copy of the condition inspection report as evidence.

The parties conducted a condition inspection on moving out and the landlords submitted a copy of the report as evidence. The tenants were represented by their agent, CP, a mother of a tenant. In the report, the tenants provided written authorization to the landlords to retain the deposits. On the report, the tenants noted they disagreed with “some items” in the report, but only specifically referred to damage to fencing. The tenants noted no other disagreements.

The landlords claimed compensation for damages caused by the tenants which they itemized in a Monetary Order Worksheet and at the hearing as follows:

ITEM	AMOUNT
Rent November 2019	\$1,695.00
House cleaning	\$212.50
Cleaning two area rugs	\$225.20
Cleaning of blinds	\$38.00
Replacement of screen door	\$109.76
Repair of floors	\$1,565.55
Paint	\$551.00
Total	\$4,397.01

Each of the landlords’ claims are examined in turn. The landlords submitted receipts for all their expenses.

Rent November 2018

The landlords testified that the tenants provided 11 days’ notice of their intention to vacate the unit at the end of October 2019. The landlords testified they rented the unit to a new tenant commencing December 1, 2019. The landlords claim loss of rent of \$1,695.00 for the month of November 2019.

The landlords testified as to their efforts to find a replacement tenant as soon as possible. They stated that as soon as they received the tenants' notice, they advertised the unit for rent on multiple internet websites. They provided identification of three websites where they diligently attempted to find a suitable tenant as soon as possible. The landlords testified that because of damage caused by the tenants, the unit required repairs which made it unsuitable for a new tenant during the month of November 2018. In mid-November 2018, the landlords rented the unit to a replacement tenant commencing December 1, 2018.

House cleaning

The landlords stated that much of the house was "filthy" after the tenants left, including dog hair throughout and grimy sinks/bathtubs. The condition inspection report records multiple areas on the unit which required cleaning. The landlords submitted photographs substantiating their claim that the unit needed cleaning.

The female landlord testified she worked along with the cleaners to clean the unit and has not requested reimbursement for her time. The landlords submitted a copy of an invoice from a cleaner in the amount of \$212.50.

Cleaning two area rugs

The landlords stated that two area rugs in the unit were filthy and needed cleaning. The condition inspection report noted the dirty condition of the rugs. The landlords submitted photographs substantiating their claim. The landlords submitted a copy of the receipt in the amount of \$225.20 in support of their claim for reimbursement of the cleaning expenses.

Cleaning of blinds

The landlords stated that two blinds in the unit were filthy and needed cleaning. Because the blinds were of high quality, they could not be manually cleaned. The need to clean the blinds was not noted in the condition inspection report and the landlords testified they noticed the filthy condition later after the tenants vacated. The landlords submitted a copy of the receipt in the amount of \$38.00 in support of their claim for reimbursement of the cleaning expenses

Replacement of screen door

The landlords stated that the tenants' two dogs scratched a screen door damaging it. The condition inspection report noted the damage to the screen door. The landlords submitted photographs substantiating their claim that the screen needed replacing. The landlords submitted a copy of the receipt in the amount of \$109.76 in support of their claim for reimbursement of the replacement expense.

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Repair of floors

The landlords stated that the hardwood floors in the living room and dining room were damaged by the tenants. They speculated that the tenants had placed bags of wet/leaking garbage on the oak flooring causing it to warp and buckle. As a result, the landlords had the flooring repaired at a cost of \$1,565.55. The landlords submitted an invoice in this amount dated November 20, 2018. The landlords also submitted photographs in support of their claim for damages. The flooring was noted to be in generally good condition in the inspection report on moving in with the exception of some signs of wear in the dining room. The damage to the flooring was noted in the condition inspection report on moving out.

The landlords testified the flooring in the living room and dining room was about 80 years old, had been refinished a few years before the tenants moved in, and was in excellent condition, except as noted above.

Paint

The landlords stated that the tenants had smoked in the unit and the unit required repainting when they vacated. They stated the unit had last been painted about five years prior to the tenancy.

The landlords submitted an estimate obtained after the tenants vacated for the cost to repaint the unit of \$5,799.99. Because of the amount of the estimate, the landlords painted the unit themselves before the new tenant moved in. They requested reimbursement of the cost of the paint only for which they submitted an invoice in the amount of \$551.00. They did not request reimbursement for their time.

Filing fee

The landlords requested reimbursement of the cost of the filing fee of \$100.00.

Security deposit

As mentioned, the tenants agreed in the condition inspection report on moving out to the application of the security deposit to damages to the unit. Accordingly, there is no need to consider the landlords' claim to retain the security deposit.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The purpose of compensation is to put the person who incurred the damage or loss in the same position as if the damage or loss had not occurred. The person claiming compensation must establish **all** of the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. Everything reasonable was done to reduce or minimize (mitigate) the amount of the loss or damage as required under section 7(2) of the *Act*.

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. In this case, the onus is on the landlords to prove they are entitled a claim for a monetary award.

Reference to each of the landlords' claims follows.

Rent November 2018

I accept the landlords' uncontradicted evidence that the tenants provided 11 days notice of their intention to vacate. I accept the landlords' evidence they made all reasonable, prompt and diligent efforts to find a replacement, suitable tenant. I accept that the landlords conducted repairs of the unit resulting from damage I attribute to the tenants; I find the unit was not rentable in the month of November 2018 while repairs were taking place.

I find the landlords have met the burden of proof on a balance of probabilities with respect to this aspect of the claim. I accept the landlord's claim for reimbursement of loss of rent for the month of November 2018 in the amount of \$1,695.00 and grant the landlords a monetary award in this amount. I find the landlords took all reasonable steps to mitigate their loss in this regard.

House cleaning, Cleaning two area rugs and Cleaning of blinds

Under section 37(2) of the *Act*, the tenants must leave a rental unit *reasonably clean*. In consideration of the uncontradicted evidence of the landlords, the evidence submitted, and the burden of proof required, I find on a balance of probabilities that the landlords have established the tenants did not leave the unit reasonably clean and that unit, the area rugs and blinds needed cleaning. I accept the landlord's evidence which is supported by photographs and the condition inspection report that these items needed cleaning when the tenants left. I accept that after the tenants vacated the landlords noticed that the blinds had to be professionally cleaned. I accept the amount requested as compensation for the cleaning expenses to be have been incurred by the landlord. I find the landlords have taken all reasonable steps to reduce their expenses with respect to these claims. I therefore find the landlords are entitled to a monetary award against the tenants in the amount of \$212.50 for house cleaning, \$225.20 for cleaning of the area rugs, and \$38.00 for cleaning of the blinds; I grant the landlords monetary awards in these amounts.

Replacement of screen door

In consideration of the uncontradicted evidence of the landlords, the evidence submitted, and the burden of proof required, I find on a balance of probabilities that the landlords have established the tenants are responsible for the damage to the screen door. I accept the landlords' evidence which is supported by photographs and the condition inspection report that the screen door was damaged. I accept the amount requested as reasonable compensation to repair the door. I accept the landlords incurred the expense of \$109.76. I therefore find the landlords are entitled to a monetary award against the tenants in the amount of \$109.76.

Repair of floors

In consideration of the uncontradicted evidence of the landlords, the evidence submitted, and the burden of proof required, I find on a balance of probabilities that the landlords have established the tenants are responsible for the damage to the floor. I accept the landlords' evidence which is supported by photographs and the condition inspection report that the tenants damaged the floor as a result of which the floor required repairs. I accept the amount requested as reasonable compensation to repair the floors. I accept the landlords incurred the expense of \$1,565.55. I therefore find the landlords are entitled to a monetary award against the tenants in the amount of \$1,565.55 for this claim.

Paint

The landlords claimed reimbursement of the cost of the paint itself and not the cost of labour with respect to the unit. In consideration of the uncontradicted evidence of the landlords, the evidence submitted, and the burden of proof required, I find on a balance of probabilities that the landlords have established the tenants are responsible for the damage to walls of the unit by smoking. I accept the landlords' testimony that painting was necessary to remove the smoking odour. I accept the amount requested as compensation for the paint only. I accept the landlords incurred the expense of \$551.00. I therefore find the landlords are entitled to a monetary award against the tenants in the amount of \$555.00.

Filing fee

As the landlords are successful in their claim, I grant a monetary award in the amount of \$100.00 for reimbursement of the filing fee.

Summary

In summary, I grant the landlords a monetary order in the amount of **\$6,132.01** calculated as follows:

ITEM	AMOUNT
Rent November 2019	\$1,695.00
House cleaning	\$212.50
Cleaning two area rugs	\$225.20
Cleaning of blinds	\$38.00
Replacement of screen door	\$109.76
Repair of floors	\$1,565.55
Paint	\$551.00
Filing fee reimbursement	\$100.00
(Less security deposit agreed to by tenants)	\$1,635.00
Total	\$6,132.01

Conclusion

The landlords are entitled to a monetary order in the amount of **\$6,132.01**. This order must be served on the tenants. If the tenants fail to comply with this order the landlords may file the order in the Provincial Court (Small Claims) to 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: March 19, 2019

Residential Tenancy Branch