



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit , for loss of revenue, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

Both parties appeared, the tenant confirmed that their co-tenant is aware of the hearing.

The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Are the landlords entitled to monetary compensation for damages?

Are the landlords entitled to a monetary order for loss of revenue?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on October 1, 2016. Rent in the amount of \$1,500.00 was payable on the first of each month. The tenants paid a security deposit of \$793.50. The tenancy ended on September 30, 2018.

The parties agreed a move-in and move-out condition inspection report was completed.

The landlords claim as follows:

a.	Replace 2 doors, paint and install	\$ 244.54
b.	Cleaning	\$ 286.00
c.	Stove replacement	\$ 75.00
d.	Supply and install garage door	\$ 475.00
e.	Loss of rent for October 2018	\$1,500.00
f.	Filing fee	\$ 100.00
	Total claimed	\$2,680.54

Replace 2 doors, paint and install

The landlords testified that at the start of the tenancy, the doors were solid and in good working order. The landlords stated at the end of the tenancy two of the doors had large holes, which were patched by the tenants by using a large amount of drywall filler.

The landlords testified that because the tenants used the wrong product on the wood doors they had to replace the doors. The landlords stated that they purchased two used door, painted them and had them installed. The landlords seek to recover the cost of \$244.54.

The tenant testified that the doors were not in good condition at the start of the tenancy. The tenant stated there was always one hole in the door by the door handle. The tenant stated that they are unsure why their co-tenant filled the doors with drywall filler.

Cleaning

The landlords testified that it took them 13 hours to clean the rental unit. The landlords stated the cupboards were dirty, the appliances needed to been cleaned and there was a sticky substance, such a pop that had to be cleaned.

The landlords testified that they also had to clean the drywall dust, as the tenant's did not properly sand the drywall patches they had done when repairing the walls. The landlords stated that they estimated the cost based on an estimate they received from a popular website. The landlords seek to recover the cost of \$268.00.

The tenant testified that they left the rental unit clean. The tenant stated that they had sanded down the walls.

Stove replacement

The landlords testified that they had a spare stove left in the garage. The landlords stated at the end of the tenancy that the stove was missing a door and its shelving. The landlords stated that they purchased a second hand stove as a replacement. The landlords seek to recover the cost in the amount of \$75.00.

The tenant testified that at the end of the tenancy that their co-tenant told the landlord that they would pay for the stove. The tenant stated that they offered the landlord money; however, they said not to worry about it.

The landlords responded that they do not deny that there was a conversation about the stove; however, they did not want to get into an argument at that time.

Supply and install garage door

The landlords testified that the garage door was older and the door and frame was bent. The landlords stated that they purchased a second hand door and had it installed. The landlords stated that the door was likely the original door to the property. The landlords seek to recover the amount of \$475.00.

The tenant testified that the garage door was old and they had problems with the door throughout their tenancy. The tenant stated that the landlord would come and fixed the door; however, the repair did not last long.

Loss of rent for October 2018

The landlords testified that they were unable to show the rental unit prior to the tenants vacating because the male tenant said he would not leave, there would be paraphernal left out and that they would be telling potential renters that they are bad landlords. The landlords stated as a result they were unable to show the rental unit and they loss rent for October 2019.

The tenant testified that their co-tenant is a long truck driver and is there only on the weekends. The tenant testified that the landlord could have contacted them and they could have shown the rental unit during the week.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Replace 2 doors, paint and install

I accept the landlords' evidence that the two doors could not be properly repaired due to the male tenant using the wrong product to repair holes. The tenant at the hearing did not say how the doors were damaged and had no testimony regarding the product uses. Therefore, I find I grant the landlords the cost of replacing, painting and installing the doors in the amount of **\$244.54**

Cleaning

The landlords are claiming for 13 hours of cleaning; while I accept there was some minor cleaning to do in the rental unit, I find the tenants did leave the rental unit reasonable clean as required by the Act. I find the tenants are not required to bring the unit up to the landlord's higher standard.

However, I accept the landlords did have to do additional sanding to the walls that was the tenants' responsibility. The landlords had to clean the drywall dust from the floor after fulling sanding. I find a reasonable amount of time to vacuum the dust is one hour. Therefore, I grant the landlords for cleaning the amount of **\$25.00**.

Stove replacement

I accept the evidence of the tenant that they offered to pay the landlords money for the stove and were told not to worry. I find the tenants had the right to rely upon the actions of the landlords. Therefore, I dismiss this portion of the landlords' claim.

Supply and install garage door

I find the tenants are not responsible for the cost of installing or purchasing of a garage door. The garage door was old and it is more likely than not that the door was failing due to reasonable use and the aging process. Therefore, I dismiss this portion of the landlords claim.

Loss of rent for October 2018

I don't accept the landlords suffered a loss of rent for October 2018, due to the actions of the tenants. The text messages submitted as evidence does not support the tenants were denying access.

Although I accept the male tenant's response was inappropriate, the landlord could have spoken to the female tenant, which they did not do. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$369.54** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the above amount from the security deposit of **\$793.50** in full satisfaction of the claim. The balance of the security deposit of **\$423.96** must be returned to the tenants. The tenants are granted a formal monetary pursuant to section 67 of the Act, should the landlords fail to return the balance due.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlords are cautioned** that costs of such enforcement are recoverable from the landlords.

Conclusion

The landlords are granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim. The tenants are granted a monetary order for the balance due of their security deposit.

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 22, 2019

Residential Tenancy Branch