



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR OPR FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on August 16, 2018, as amended on September 25 and November 7, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for compensation for damage caused by the Tenants, their pets or guests to the unit, site or property;
- a monetary order for unpaid rent;
- an order of possession; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and was accompanied by B.H. and S.H., witnesses. L.W. attended on behalf of both Tenants and was represented by M.F., legal counsel. The parties and witnesses provided affirmed testimony.

The Landlord testified the Application package and documentary evidence to be relied upon was served on the Tenants by email and pursuant to an order for substituted service. On behalf of the Tenants, M.F. acknowledged receipt. Further, M.F. advised the Tenants' documentary evidence was served on the Landlord via FedEx. The Landlord acknowledged receipt.

Neither party raised any issue with respect to service or receipt of the documents relied upon during any of the hearing dates. The parties were in attendance and were prepared to proceed. The Tenants were represented by legal counsel. Therefore, pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were provided with a full 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 and to which I was referred. However, only the evidence that was presented by the parties during the hearing, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for compensation for damage caused by the Tenants, their pets or guests to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on September 1, 2015. The parties agreed the Tenants vacated the rental unit on August 22, 2018, pursuant to an order of possession issued on August 17, 2018. The parties disagreed with respect to the amount of rent due during the tenancy. Landlord testified that rent was due in the amount of \$1,630.00 per month, plus \$100.00 if lawn maintenance is not completed by the Tenants as agreed. However, L.W. testified that rent was due in the amount of \$1,612.00 per month, plus \$100.00 if lawn maintenance is not completed by the Tenants as agreed. Whether or not lawn maintenance was performed was disputed. The Tenants paid a security deposit of \$750.00 and a pet damage deposit of \$750.00, which the Landlord holds.

The Landlord's monetary claim was set out in a Monetary Order Worksheet, dated November 6, 2018. First, the Landlord claimed \$1,850.00 for rent lost while repairs were being made to the rental property during the month of September 2018. This was the amount of rent he was able to obtain when the unit was re-rented. The Landlord acknowledged the Tenants vacated the rental unit on or about August 22, 2018. However, he testified the unit could not be re-rented until October 1, 2018, due to the condition of the unit at the end of the tenancy. Numerous photographic images were submitted by the Landlord in support. According to the Landlord, he should be entitled to recover more than the rent due from the tenants because he would have been able to rent the unit earlier at a higher rate if the Tenants had left it in reasonably clean condition.

On behalf of the Tenants, L.W. disagreed with this aspect of the Landlord's claim and testified that the Tenants vacated the rental unit on August 22, 2018.

Second, the Landlord claimed \$1,205.04 for lawn and garden repairs. Specifically, the Landlord testified that he needs to remove sand, gravel and paving stones installed in the yard without approval, as required under the terms of the tenancy agreement. However, the Landlord acknowledged that the yard repairs have not yet been completed because the focus was on making repairs to the interior of the rental unit so it could be re-rented. The Landlord testified the work will take place in early 2019. In support, the Landlord referred to several photographs of the back yard and an estimate dated July 19, 2018.

In reply, L.W. referred to a photograph taken on November 10, 2018, which he testified reflects the current condition of the back yard. L.W. also referred to a number of photographs of the back yard, taken in 2017 and 2018, in support of his assertion that no plants were removed by the Tenants and the yard was full of weeds. He testified he would not have removed plants as alleged. L.W. also referred to plants that he asserted belonged to the Tenants, blackberry bushes, and ivy.

Third, the Landlord claimed \$475.57 for fence repairs. This aspect of the claim was broken down in the Landlord's written submissions as follows: \$161.08 for T-posts, \$14.49 for galvanized fence wire, and \$300.00 for labour. Receipts for materials were submitted in support. According to the Landlord, the damage was caused by the Tenants' dogs jumping up and pulling on the fence. S.H. acknowledged there was no proof the damage had occurred in this way but suggested it was the only logical conclusion. The Landlord also stated during the hearing that the fence had not been replaced in the 15 years he has owned the property. The Landlord and B.H. confirmed the fence has not yet been fully repaired.

In reply, L.W. denied the fence was damaged by the Tenants' dogs. Rather, in written submissions, the Tenants indicated the condition of the fence has been an issue between the Landlord and the neighbours for years. In support, the Tenants submitted photographs depicting the base of the fence. The wood base appears to be rotten and decayed.

In addition, L.W. referred to a correspondence between the Tenants and the Landlord. In correspondence dated June 13, 2018, the Tenants requested “modifications...to make the fence more stable”. The Landlord responded by stating that “the fence was still fundamentally in the same shape it was when you moved in...[and] I am not prepared to build new fences.”

Fourth, the Landlord claimed \$600.67 for the estimated cost to replace garden plants that included Bluebells, rose bushes, and a Japanese plum tree. A breakdown of the amount claimed was submitted with the Landlord’s written submissions, as follows: \$350.00 for labour to replace and tend to the new plantings, and \$250.67 for materials. However, the Landlord confirmed the plants had not been replaced at the time evidence was given.

The Landlord testified to his belief that plants and bushes were damaged by the Tenants’ dogs or removed by the Tenants to make room for a hammock area. Photographs of the damaged areas were submitted into evidence, although the Landlord acknowledged no reliable “before” images were available because he didn’t imagine plants would be removed.

In addition, the Landlord referred to correspondence from the Tenants. In it, the Tenants acknowledged removal of overgrown blackberry bushes, as well as “bush and weed”.

In reply, L.W. denied he removed established plants. Rather, he stated the Tenants removed only weeds, including the Bluebells. L.W. also noted that no other “before” and “after” photographs of the yard were submitted into evidence. L.W. also disputed the amount claimed for labour. In addition, L.W. testified that the weeds and bushes were removed in 2016 and that despite numerous visits to the rental property by the caretakers B.H. and S.H., no concerns were expressed until June 2018.

Fifth, the Landlord claimed \$1,052.02 to “sort, gather and remove all items left behind by the tenants”. The Landlord described the rental unit as “trashed” by the Tenants as retribution for having them evicted. A breakdown of this aspect of the claim was provided with the Landlord’s written submissions. It included \$202.02 for dump and recycling fees (for which receipts were provided) and \$850.00 for 34 hours of labour to remove and dispose of a sofa, clean out a shed, and clean the interior of the home. Several photographs of the interior of the rental unit taken on August 26, 2018, were submitted in support. The photographs depicted items left behind, including: a cracked

mirror; a space heater; boxes, furniture, and debris in the living room; various items on shelving; dust and dirt under living room furniture; multiple holes in walls; cans, bowls, and other kitchen items on the kitchen counter and in the kitchen sink; garbage, Tupperware containers, water bottles, and other debris in the kitchen; wax and dirt on the kitchen floor; clothes, hangars and personal items in the master bedroom; clothes, cans, and garbage on the second bedroom floor; debris in the basement that included laundry detergent containers, garbage, shoes, boxes, and ripped bedding; personal effects left in back yard including a painted wood barrier and a large plastic tub; items on the back deck such as a table, food, decorations, and a bag of garbage; items left in the shed including a cooler, bicycle, artificial turf, a pillow, and other debris.

In reply, L.W. acknowledged and agreed with the receipted expenses of \$202.02, but disagreed with the labour cost claimed.

Sixth, the Landlord claimed \$590.12 for cleaning required at the rental property. L.W. acknowledged the Tenants did not clean the rental unit at the end of the tenancy. He agreed with the amount claimed.

Seventh, the Landlord claimed \$2,102.83 to replace flooring in 5 areas in the rental unit – entry, living room, dining room, second bedroom, and mudroom. In recognition of the age and condition of the flooring at the beginning of the tenancy, the Landlord claimed only 66% of the actual cost to replace the flooring. The Landlord relied on photographic images which depicted: urine stained hallway carpet, which he testified was last replaced in or about 2005; stains on the living room mantle; stains and damage to the hardwood flooring in the living room, dining room, and master bedroom; and stains on the carpet in the second bedroom. The Landlord acknowledged that not all flooring was replaced.

On cross-examination, the Landlord acknowledged that the hardwood was likely original to the home but testified it had recently been refinished. The Landlord also testified that some of the baseboards were salvaged and reused to save costs.

In addition, L.W. testified the living room floor was likely in the same condition as when the property was purchased in 2005. Further, in written submissions, the Tenants advised they were unable to shampoo the carpets because they had to vacate quickly in response to an order of possession. L.W. also submitted that the images relied upon by the Landlord embellished the small amounts of damage.

I also note the signed move-in condition inspection report, completed on September 1, 2015, confirms that the entry carpet was “slightly frayed at seam”, the living room floor had “water stains”, the dining room floor had “faded grey marks”, and the master bedroom had “scratches of floor”.

Eighth, the Landlord claimed \$2,154.81 for miscellaneous repairs required at the rental property. The evidence relating to the items claimed by the Landlord is summarized below.

*Toilet seat.* The Landlord claimed \$23.45 to replace a toilet seat. He testified that it appeared the Tenants had glued something to the seat. A photograph of the toilet seat and a receipt for the replacement seat were submitted into evidence.

In reply, L.W. denied the Tenants glued anything to the toilet set. Rather, he suggested the condition of the seat was due to reasonable wear and tear. The Landlord was questioned about the age of the toilet seat. The Landlord confirmed it was last replaced in or about August 2013.

*Dishwasher latch.* The Landlord claimed \$42.28 to replace a dishwasher latch. The Landlord testified it was damaged by the Tenants during the tenancy. A receipt for the purchase was submitted in support.

In reply, L.W. noted there was no photographic evidence of a broken latch. However, he acknowledged that the door of the dishwasher would “stick” but that the dishwasher still worked. L.W. testified the dishwasher was used on the day the Tenants vacated the rental unit.

*Curtains.* The Landlord claimed \$56.60 to replace cloth curtains with vinyl blinds. The Landlord claimed the curtains were damaged during the tenancy. Several photographs submitted into evidence depicted badly damaged curtains. The Landlord testified the blinds were an inexpensive option to replace the damaged curtains. Receipts for the purchases were submitted in support.

In reply, in written submissions, the Tenants acknowledged the damage was caused by their dogs but questioned the amount claimed. Further, during the hearing, L.W. questioned the Landlord was questioned the Landlord about the age of the curtains. The Landlord testified the cotton curtains were purchased in 2013.

*Transition strips.* The Landlord claimed \$11.10 for transition strips used to join areas of the floor that were uneven. A receipt for the amount claimed was submitted in support.

In reply, L.W. testified that the flooring in the rental unit was probably original to the home. The Landlord did not dispute this claim.

*Medicine cabinet.* The Landlord claimed \$175.00 to replace a broken medicine cabinet. In support, the Landlord submitted several photographs of the medicine cabinet with the mirrored door removed. The images also depict a significant crack in the mirror. A receipt for the purchase was submitted into evidence.

In reply, L.W. testified that there were issues with the cabinet falling off the wall “twice” during the tenancy, and that B.H. attended on at least one occasion to repair it. He referred to an email dated September 9, 2015, in which L.W. advised the Landlord that the “bathroom mirror broke off its hinges” and offered to repair it. In written submissions, the Tenants referred to the cabinet falling off the wall in or about February 2017. Although B.H. said he was going to look into a replacement at that time, he never did so.

*Front screen door.* The Landlord claimed \$15.41 to replace a screen that was “ripped out” of the front screen door. Two photographs of the damaged screen, and a receipt for the purchase, were submitted in support.

In reply, L.W. testified the screen door was not in good condition when the Tenants moved in. L.W. also noted the screen was not referenced in the move-out condition inspection report completed in the absence of the Tenants. In addition, the Landlord was also questioned about the age of the door. He testified the screen door was in place when the property was purchased in 2005.

*Weather stripping.* The Landlord claimed \$42.18 to replace torn weather stripping. The Landlord suggested the Tenants’ dogs may have been responsible. A photograph depicting the weather stripping and a receipt for the purchase were submitted in support.

In reply, L.W. denied the dogs were responsible and noted the poor condition of the weather stripping at the beginning of the tenancy.

*Baseboards.* The Landlord claimed \$83.84 to replace baseboards that had to be replaced when the floors were repaired. The Landlord testified baseboards were reused when possible. The Landlord referred to 2 photographs of the baseboards. A receipt for the amount claimed was submitted in support.

In reply, L.W. denied the Tenants are responsible to replace the baseboards that were removed only because the flooring was replaced.

*Screen door.* The Landlord claimed \$237.05 to replace a damaged rear screen door. Photographs submitted into evidence depict a screen door with the screen removed and a damaged kick-plate damaged. A receipt for the amount claimed was submitted into evidence.

In reply, L.W. denied the Tenants caused the damage as alleged.

*Deck.* The Landlord claimed \$147.41 to repair damage to the back step and to a spindle on the deck. The Landlord testified the deck was “re-done” in April/May 2018. Photographs depicting a corner of the back deck covered with duct tape and a missing spindle were submitted into evidence. The Landlord also submitted receipts in support of the amount claimed.

In reply, L.W. acknowledged the back step was damaged during the tenancy and subsequently covered with duct tape. However, he submitted that the previous work referred to by the Landlord was done poorly.

*Clothesline pole.* The Landlord claimed \$110.27 to repair a clothesline pole that he claimed was damaged by the Tenants. The Landlord acknowledged the pole was installed when the house was purchase but insisted it was serviceable. The Landlord testified the pole was leaning because it was used improperly by the Tenants to hang decorative lights. Although the Landlord indicated the replacement cost would have exceeded \$300.00, the pole was shortened and re-set into the ground at a lower cost. Photographs of the pole and receipts totalling the amount claimed were submitted in support.

In reply, L.W. referred to text messages from the Tenants’ neighbour, S.A. The messages included a picture of the base of the pole after it had broken. The base of the pole appears to have rusted. In addition, the messages state: “[B.H.] was out there pulling it till it fell. Rotten as fuck”.



*Window screen.* The Landlord claimed \$33.60 for a replacement screen on the window for the second bedroom. A photograph submitted into evidence depicts a window screen lying on the floor; it appears to have a bent frame. A receipt for the amount claimed was also submitted into evidence.

In reply, L.W. testified that the Tenants did not damage the frame.

*Water valve.* The Landlord claimed \$121.72 to replace a water valve in the fridge. A copy of the receipt was submitted into evidence in support.

In reply, L.W. testified the fridge was broken by B.H. while being removed from the truck when it was first installed, which was denied by the Landlord.

*Labour.* The Landlord claimed labour costs for the above repairs in the amount of \$975.00. This was based on a rate of \$25.00 per hour for 39 hours of labour, broken down by the Landlord as follows:

<b>Task</b>	<b>Hours claimed</b>
Purchase and install medicine cabinet. Install baseboards.	6 hours
Purchase and install back screen door.	7 hours
Purchase and repair kitchen cabinet.	8 hours
Purchase, cut and install baseboards.	6 hours
Sand, prime and repair front door. Deck repair.	6 hours
Cut and re-set laundry pole.	6 hours
<b>TOTAL:</b>	<b>39 hours</b>

Ninth, the Landlord claimed \$554.88 for materials and labour to paint “most” of the rental unit. According to the Landlord, this aspect of the claim is based on 50% of the actual cost of materials and 24 hours of labour. The Landlord testified that an “excessive” number of screw holes and other damage needed to be repaired and painted. In support, the Landlord relied on photographs of the dining room wall depicting many filled holes. The Landlord also testified that painting was required due to the smell of cigarette smoke. Receipts for the painting materials were submitted in support.

In reply, L.W. acknowledged that some painting was required but disputed the amount claimed. He also referred to the move-in condition inspection report which noted scuffs and chips in different areas to those described by the Landlord. L.W. submitted that \$300.00 would be an appropriate award.

In closing, the Landlord testified that each of the above repairs was completed as inexpensively as possible. For example, hardwood floors were replaced with vinyl, the laundry pole was reused but was shorter than it had been previously, the fence was repaired, and the rate charged for labour was as inexpensive as possible.

In closing, M.F. submitted that the Landlord has enjoyed an increase in value of the rental property since it was purchased in 2005. In addition, M.F. suggested that the Landlord's losses are not as significant as claimed because has been able to re-rent the unit for several hundred more dollars per month. He also cited the principle of "betterment" and suggested that to compensate the Landlord for the items claimed would give the Landlord something more valuable than what was bargained for.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or 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 Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$1,850.00 for lost rent, I find that the condition of the rental unit at the end of the tenancy precluded the unit from being rented until October 1, 2018. L.W. acknowledged the Tenants did not vacate the rental unit until August 22, 2018, pursuant to an order of possession. I find the Landlord did not have sufficient opportunity to clean and make repairs to the rental unit in time to re-rent it on September 1, 2018. However, the Landlord's loss is for the lost rent under the tenancy agreement with the Tenants, not the rent he was subsequently able to realize. There is insufficient evidence before me to conclude the Landlord is entitled to rent obtained when the unit was re-rented. However, L.W. acknowledged during the hearing that rent was due in the amount of \$1,712.00 if lawn maintenance is not completed as agreed. In the absence of proof of rent increases made during the tenancy, I find the Landlord is entitled to monetary award for unpaid rent in the amount of \$1,712.00.

With respect to the Landlord's claim for \$1,205.04 for lawn and garden repairs, I find there is insufficient evidence to find the Landlord is entitled to recover this amount. As was testified to by the Landlord, the repairs had not been completed at the time evidence was provided. However, I accept that the tenancy ended, in part, due to alterations made to the lawn and garden areas without the Landlord's authorization. Therefore, I accept the Landlord has suffered a loss, although the calculation of the value of the loss is not straightforward because the work had not yet been completed at the time evidence was provided. Policy Guideline #16 provides that an arbitrator may award nominal damages when no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find it is appropriate in the circumstances to grant the Landlord a nominal damages award in the amount of \$400.00.

With respect to the Landlord's claim for \$475.57 for fence repairs, I find there is insufficient evidence before me to grant the relief sought. The Landlord acknowledged he was unsure how the damage occurred and testified the fence was at least 15 years old. L.W. denied his dogs caused the damage and referred to an email in which the Tenants noted the instability of the fence. Further, photographic evidence relied upon by the Tenants appeared to confirm the base of the fence was rotted. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$600.67 to replace garden plants, I find the Landlord is not entitled to the full amount of the relief sought. As noted above, the Landlord confirmed the work had not been completed at the time evidence was given. However, I accept that the tenancy ended, in part, due to alterations made to the lawn and garden areas without the Landlord's authorization. Therefore, I accept the Landlord has suffered a loss, although the calculation of the value of the loss is not straightforward. Policy Guideline #16 provides that an arbitrator may award nominal damages when no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find it is appropriate in the circumstances to grant the Landlord a nominal damages award in the amount of \$100.00.

With respect to the Landlord's claim for \$1,052.02 to remove and dispose of items left behind at the rental property, I have no difficulty in determining the Landlord is entitled to recover the amount claimed. While the number of hours claimed for labour is high, the photographic evidence confirms that a significant number of the Tenants' belongings, mostly garbage, were left behind at the end of the tenancy. I also note that L.W. agreed with the dump fees. The Landlord is granted a monetary award in the amount of \$1,052.02.

With respect to the Landlord's claim for \$590.12 for cleaning required at the end of the tenancy, L.W. acknowledged the rental unit was not cleaned by the Tenants and agreed with the amount claimed. Therefore, the Landlord is granted a monetary award in the amount of \$590.12.

With respect to the Landlord's claim for \$2,102.83 to replace flooring throughout the rental unit, I find there is sufficient evidence before me to grant relief to the Landlord. As noted above, the flooring was likely original to the home. Further, pursuant to Policy Guideline #40, the useful life of hardwood floors is 20 years. In addition, the move-in condition inspection report acknowledged issues with flooring in the entry, living room, dining room, and master bedroom at the beginning of the tenancy. On the other hand, photographs submitted into evidence depict damage that was not referred to in the move-in condition inspection report, and was supported by documentary evidence. Images depicted staining of carpets (allegedly from dog urine), as well as watermarks and other damage to the hardwood flooring. Therefore, balancing the above considerations, and finding the hardwood flooring was beyond its useful life as set out in Policy Guideline #40 but was still of some value to the Landlord, I find the Landlord is not entitled to full amount of the relief sought. However, I accept the Tenants caused damage to the carpet and hardwood flooring in the rental unit which resulted in a loss to the Landlord. Therefore, I find it is appropriate in the circumstances to grant the Landlord 10% of the amount of the total cost to replace the flooring, or \$318.61.

With respect to the Landlord's claim for \$23.45 to replace a toilet seat, I find there is insufficient evidence before me to grant the relief sought. On behalf of the Tenants, L.W. denied the Landlord's allegation that something was glued to the seat. I also note the damage appears to be related to delamination of the seat, perhaps due to age. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$42.28 to replace a dishwasher latch, I find there is insufficient evidence before me to grant the relief sought. Specifically, I find there is insufficient evidence the Tenants caused damage to the dishwasher beyond reasonable wear and tear. I accept the testimony of L.W. who noted the dishwasher door would stick, but that the Tenants were able to use it on the day they vacated the rental unit. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$56.60 to replace cloth curtains with vinyl blinds, I find the Landlord is entitled to the relief sought. L.W. acknowledged the damage was caused by the Tenants' dogs. Further, photographic evidence confirms the curtains were badly damaged and were in need of replacement. I also find it was reasonable of the Landlord to replace the torn curtains with inexpensive vinyl blinds. The Landlord is granted a monetary award in the amount of \$56.60.

With respect to the Landlord's claim for \$11.10 for transition strips, also known as floor nosing, I find the Landlord is entitled to the relief sought. As noted above, I have found that the Tenants and their dogs caused damage to the carpet and hardwood flooring in the rental unit which resulted in a loss to the Landlord. The Landlord is granted a monetary award in the amount of \$11.10.

With respect to the Landlord's claim for \$175.00 to replace a broken medicine cabinet, I find there is insufficient evidence to grant the relief sought. I accept the evidence and written submissions of the Tenants, who indicated there were issues with the cabinet throughout the tenancy. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$15.41 to replace a screen that was "ripped out" of the front screen door, I find there is insufficient evidence before me to grant the relief sought. I accept the testimony of L.W., who noted the screen was not referenced in the move-out condition inspection report. I also note the Landlord's testimony confirmed the screen door was in place when the property was purchased in 2005. I find it is more likely than not that the damage occurred through reasonable wear and tear. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$42.18 to replace torn weather stripping, I find there is insufficient evidence before me to grant the relief sought. Specifically, I find there is insufficient evidence before me to conclude the Tenants or their dogs were responsible. I note the damaged weather stripping was not referenced in the move-out condition inspection completed in the absence of the Tenants. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$83.84 to replace baseboards, I find the Landlord is entitled to the relief sought. As noted above, I have found that the Tenants and their dogs caused damage to the carpet and hardwood flooring in the rental unit which resulted in a loss to the Landlord. The cost to replace baseboards removed to permit the replacement of flooring flows naturally from the damage caused by the Tenants and their pets. Therefore, I find the Landlord is entitled to a monetary award of \$83.84.

With respect to the Landlord's claim for \$237.05 to replace a damaged rear screen door, I find the Landlord is entitled to the relief sought. I find it is more likely than not that the damage, depicted in the photographic evidence submitted, was caused by the Tenants or their dogs during the tenancy. I also note there does not appear to be any reference to screen door damage on the signed move-in condition report. The Landlord is entitled to a monetary award of \$237.05.

With respect to the Landlord's claim for \$147.41 to repair damage to the back step and to a spindle on the deck, I find the Landlord is entitled to the relief sought. During the hearing, L.W. acknowledged the back step was damaged during the tenancy and subsequently covered with duct tape. Further, there was no reference to a missing spindle in the signed move-in condition inspection report, and photographic evidence confirms its absence at the end of the tenancy. The Landlord is granted a monetary award of \$147.41.

With respect to the Landlord's claim for \$110.27 to repair a clothesline pole, I find there is insufficient evidence before me to grant the relief sought. While I accept that the Tenants used the pole to hang decorative lights, I find that the base of the pole was significantly rusted through no fault of the Tenants, and that the pole was removed by B.H. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$33.60 for a replacement screen in the second bedroom, I find there is sufficient evidence before me to grant the relief sought. The photograph submitted into evidence depicts a bent window screen on the bedroom floor. Further, I find it is unlikely that Landlord would have incurred the additional expense to replace this item unnecessarily. The Landlord is entitled to a monetary award of \$33.60.

With respect to the Landlord's claim for \$121.72 to replace a water valve in the fridge, I find there is insufficient evidence before me to conclude the Tenants were the cause of the damage. On one hand, the Landlord claims it was damaged by the Tenants. On the other, L.W. testified the fridge was broken by B.H. while being removed from the truck when it was first installed. In light of the conflicting testimony, I find this aspect of the Landlord's claim is dismissed.

With respect to labour costs of \$975.00 for the above miscellaneous repairs, I find the Landlord is entitled to relief. After careful consideration of the labour costs claimed by the Landlord, and in light of my findings with respect to the miscellaneous repairs claimed, I find the labour cost claimed is excessive in the circumstances. However, I find the Landlord is entitled to recover \$450.00 in labour costs (18 hours x \$25.00 per hour), which may be broken down as follows:

<b>Task</b>	<b>Hours allowed</b>
Install baseboards:	4 hours
Purchase and install back screen door:	3 hours
Purchase and repair kitchen cabinet.	3 hours
Purchase, cut and install baseboards.	4 hours
Sand, prime and repair front door. Deck repair.	4 hours
Cut and re-set laundry pole.	0 hours
<b>TOTAL:</b>	<b>18 hours</b>

In light of the above, I find the Landlord is entitled to a monetary award for all miscellaneous repair costs and labour in the amount of \$1,019.60.

With respect to the Landlord's claim for \$554.88 for painting, I find the Landlord has demonstrated an entitlement to the amount sought. The Landlord provided photographic evidence of significant damage to walls in the rental unit, which I find was not reasonable wear and tear. I also find the Landlord's claim to recover only 50% of the costs to be reasonable in the circumstances. Therefore, I find the Landlord has demonstrated an entitlement to a monetary award of \$554.88.

Having been partially successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I order that the Landlord be permitted to retain the remaining security deposit in partial satisfaction of the claim.



Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$4,347.23, which has been calculated as follows:

<b>Claim</b>	<b>Allowed</b>
Rent (September 2018):	\$1,712.00
Lawn and garden repairs:	\$400.00
Replace garden plants:	\$100.00
Removal and disposal of items:	\$1,052.02
Cleaning:	\$590.12
Flooring:	\$318.61
Miscellaneous repairs:	\$1,019.60
Painting:	\$554.88
Filing fee:	\$100.00
LESS security deposit:	(\$750.00)
LESS pet damage deposit:	(\$750.00)
<b>TOTAL:</b>	<b>\$4,347.23</b>

### Conclusion

The Landlord is granted a monetary order in the amount of \$4,347.23. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: April 11, 2019

---

Residential Tenancy Branch