



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Y5ZONE PROPERTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MND, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover loss of income, unpaid rent, cost of repairs and cleaning and the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties were represented by their agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant said that he had not served the landlord with evidence of his own because the landlord was served with the same evidence at a prior hearing. Since the tenant uploaded evidence to his electronic file but did not serve a copy of his evidence to the landlord, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover loss of income, unpaid rent, cost of repairs and cleaning and the filing fee?

### **Background and Evidence**

The tenancy started on October 09, 2017 and ended on August 31, 2018. Prior to moving in the tenant paid a security deposit of \$1,000.00.

The landlord agreed that he received the tenant's forwarding address on September 21, 2018. The tenant agreed that he had received \$500.00 from the landlord for the partial return of the security deposit of \$1,000.00.

As per a decision dated April 08, 2019, the tenant was awarded the return of double the deposit minus the \$500.00 already received. The tenant was also granted the recovery of the filing fee of \$100.00 for a total of \$1,600.00.

The landlord testified that he had set up an appointment with the tenant to carry out a move out inspection on the last day of tenancy which was August 31, 2018. The landlord stated that when he arrived at the rental unit, he found that the tenant had moved out and was not present for the inspection. The landlord proceeded to carry out the inspection in the absence of the tenant and took photographs to document the condition of the unit. The landlord filed these photographs into evidence.

The tenant stated that he was given a copy of the move out inspection report on September 04, 2019. The tenant added that it does not match the one filed into evidence by the landlord. However, since I am unable to use the evidence of the tenant in the making of this decision, I am unable to compare the landlord's move out inspection report with the tenant's copy.

The landlord stated that the unit was covered in grease that appeared to have come out of the hood fan located above the stove. The tenant stated that the motor of the fan had broken down and caused the fan to spew grease all over the stove and the surrounding areas. The tenant requested additional time to clean the unit and stated that he did so by September 04, 2018 at which time he returned the keys to the landlord.

The landlord stated that the kitchen was covered in grease and the motor of the hood fan was clogged with grease. The tenant agreed that his cooking involved a great deal of stir frying. The landlord stated that the original hood fan cost \$1,600.00 and since the rental unit was about 7 years old, he was claiming half the cost to replace the hood fan in the amount of \$800.00. The landlord stated that he did not install a hood fan of the same quality as the original and the new fan cost \$400.00. The landlord is also claiming the cost of removal and disposal of the damaged hood fan and the installation of the new one.

The landlord also stated that the garburator was damaged and inoperative. The landlord replaced it and is claiming the cost of replacement, removal and disposal of the damaged garburator. The landlord has provided receipts for the cost of doing so.

The landlord stated that the rental unit needed the replacement of 9 bulbs and provided a receipt for the replacement of three bulbs in the amount of \$45.78.

The landlord has provided photographs that show the stove knobs are broken or missing. The landlord testified that he paid \$271.49 for the cost of the knobs and to a handy man to fix the knobs and clean the kitchen of grease.

The landlord stated that he had a tenant for September 01, 2018 but the tenant could not move in till the work on the rental unit was complete. The unit was ready to be occupied on September 24, 2018 and therefore the landlord is claiming a loss of income for these days. The landlord filed a letter written by the new tenant stating that he is a student and wanted to move in on September 01, 2018 but was unable to prior to September 24, 2018 as the unit needed cleaning, repair and bulb replacement.

The landlord is claiming the following:

1.	Hood fan	\$800.00
2.	Garburator	\$223.00
3.	Hood and garburator disposal and installation	\$420.00
4.	Duct Tape	\$22.38
5.	Light bulbs	\$137.34
6.	Fix stove knobs and degrease kitchen	\$271.49
7.	Overstay rent for 4 days	\$266.66
8..	Loss of income for 20 days	\$1,266.66
9.	Filing fee	\$100.00
	<b>Total</b>	<b>\$3,507.53</b>

### **Analysis**

1. Hood fan - \$800.00
2. Garburator - \$223.00
3. Hood and garburator disposal and installation - \$420.00

Section 40 of the *Residential Tenancy Policy Guideline* addresses the useful life of an item. I will use this guideline to assess the remainder of the useful life of the hood and the garburator. As per this policy, the useful life of appliances such as these is 15 years. The landlord stated that the appliances were seven years old at the end of tenancy and therefore the hood fan and the garburator had approximately 8 years of useful life left. Accordingly, if the landlord is entitled to his claim, I will prorate the amount of the award to reflect the useful life left on the appliances at the end of tenancy.

The tenant agreed that he did not report any problems with the garburator or the hood fan to the landlord during the tenancy. Therefore I find that the tenant did not take steps to mitigate the damage which probably led to the total breakdown of the appliances

The tenant agreed that a lot of frying was carried out in the kitchen which would account for the build up of grease. However if the tenant cleaned the filters regularly, the grease would not have built up and caused the fan to cease working. Based on the landlord's testimony that he paid \$400.00 for a new hood fan I find that the landlord is entitled to recover \$213.33 which is the approximate prorated value of the remainder of the useful life of the hood fan.

The landlord provided a receipt as proof of purchase of the garburator and is claiming the amount of the receipt. I will use the *Residential Tenancy Policy Guideline #40*, to assess the prorated value of the remainder of the useful life of the garburator. Since the garburator had approximately 8 years of useful life left, I find that the landlord is entitled to \$118.93.

The landlord has made a claim for the removal and disposal of the damaged appliances and the installation of the new ones. I find that the landlord is entitled to the prorated cost of doing so. Using the above policy guideline #40, I find that the landlord is entitled to \$224.00.

4. Duct Tape - \$22.38

The landlord was unable to fully explain the reason for the need of the duct and why the tenant is responsible for the cost of duct tape. The landlord's claim is dismissed.

5. Light bulbs - \$137.34

The move out inspection report indicated that 9 bulbs were missing. The landlord provided a receipt for the purchase of 3 and stated that the remainder were taken from his inventory. I find that the landlord is entitled to his claim.

6. Fix stove knobs and degrease kitchen - \$271.49

The landlord provided a receipt for the cost of stove knobs and the for the cost of cleaning the kitchen of grease. Based on the photographs, I find that the knobs were missing and that the kitchen walls and cabinet doors were covered in grease. I find that the landlord is entitled to his claim.

7. Overstay rent for 4days - \$266.66

The tenant agreed that he returned the keys on September 04, 2018, 4 days after the tenancy ended. The tenant had requested the extra time to clean the rental unit. Therefore I find That the landlord is entitled to his claim.

8. Loss of income for 24 days - \$1,266.66

The landlord stated that he found a new tenant for September 01, 2018, but the tenant was unable to move in due to the condition of the rental unit due to the condition of the rental unit that required cleaning and repair.

*Residential Tenancy Policy Guideline #3* addresses claims for rent and damages for loss of rent and states that even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

Based on the above I find that the landlord is entitled to recover the loss of income he incurred.

9. Filing fee - \$100.00

Since the landlord has proven his case, he is entitled to the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Hood fan	\$213.33
2.	Garburator	\$118.93
3.	Hood and garburator disposal and installation	\$224.00
4.	Duct Tape	\$0.00
5.	Light bulbs	\$137.34
6.	Fix stove knobs and degrease kitchen	\$271.49
7.	Overstay rent for 4 days	\$266.66
8..	Loss of income for 20 days	\$1,266.66
9.	Filing fee	\$100.00
	<b>Total</b>	<b>\$2,598.41</b>

Overall the landlord has established a claim of \$2,598.41. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

## **Conclusion**

I grant the landlord a monetary order in the amount of **\$2,598.41**.

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: July 18, 2019

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Residential Tenancy Branch