Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVISED DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a money order for damages in the amount of $12,525.07, applying the security deposit to the claim, and to recover the cost of his filing fee.

The Landlord and the Tenant, A.O., appeared at the first teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the first hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party.

Only the Landlord attended the first reconvened hearing, though, and he was given the opportunity to provide more evidence orally and to ask questions. The reconvened teleconference hearing lasted for 31 minutes and the phone line was monitored the whole time. No one called in on behalf of the Tenants.

Both Parties appeared at the third hearing, which was reconvened, because the Tenants had applied for a review consideration, and were successful in having the conference reconvened. The Tenants did not receive the interim decision setting out details of the first reconvened hearing.

I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided his email address and the Landlord his mailing address at the outset of the first hearing, and they confirmed their understanding that the Decision would be sent to the Parties in this way.

This Decision sets out my original Decision, plus the Tenants' evidence from the second reconvened hearing, the Landlord's responses, and my revised considerations and conclusions. Information new to the original Decision is underlined and information deleted from the original Decision has a line through it.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recover the cost of the filing fee for this Application?

Background and Evidence

The Landlord said that the residential property was built in 2016 and that everything in the rental unit was new at that stage. The Parties agreed that the tenancy began on July 1, 2017, with a monthly rent of $1,600.00, due on the first of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of $800.00, which the Landlord holds, and no pet damage deposit. The Parties agreed that the tenancy ended on October 10, 2018, following a 10 Day Notice to End Tenancy for Unpaid Rent. The Parties advised me that they had a previous hearing in which the Landlord received a monetary order for unpaid rent.

The evidence before me is that the Tenant gave the Landlord a false forwarding address, as the Landlord submitted documents indicating that the registered mail he sent to the Tenant at the forwarding address was returned with the label "no such address".

The Landlord submitted a copy of the condition inspection report ("CIR"), which the Parties completed for the move-in condition inspection on June 27, 2017; however, they did not complete the move-out side of the CIR. The Parties disagreed about why the move-out CIR was not completed. The Landlord said he "called again and again" to ask when he could come to do the inspection, but he said the Tenant never answered him. The Tenant said the Landlord would not take his calls when the Tenant called to ask about the move-out inspection.

The Tenant said he mailed the Landlord the entry fobs and keys to the rental unit. The Landlord agreed that he received the fobs through registered mail, but the Tenant had not included a letter or any comments about the end of the tenancy. The Parties agreed that they have been through other dispute resolution proceedings, and the Tenant said that the second last decision "states clearly that [the Landlord] blocks emails. It is right there in the file that he blocked me from sending him email."

The Landlord failed to offer the Tenant at least two opportunities, as prescribed, for the move-out inspection, pursuant to section 35 of the Act and section 4 of the Schedule to the Residential Tenancy Regulation.

During the first hearing, the Landlord said that on September 4, 2018, he sent someone in to inspect the rental unit and the Landlord said: "He said it was awful, just wrecked, 'your place was wrecked'." However, the Landlord did not provide a report or any other evidence from this person about the condition of the rental unit at this point.

During the first hearing, we reviewed the Landlord's evidence of the first four monetary claims from his Monetary Order Worksheet. The Landlord listed ten items he claimed were damaged by the Tenant during the tenancy, and for which the Landlord applied for compensation. These items include the following:

	Supplier	Damaged Item	Amount
1	[Furniture/appliance company]	Replacing range/stove	$1,120.00
2	[Blinds distributor]	Replacing all blinds	$2,877.00
3	[Countertop company]	Replacing countertops	$2,576.00
4	[Numbered company]	Repairing two glass sliding doors	$399.00 $423.50
5	[Numbered company]	Repairing two sliding doors	$0.00
6	[Painting company]	Painted entire unit.	$3,374.28
7	[Carpeting company]	Replace 2 bedroom carpets	$1,072.50
8	[Electrician]	Re installed baseboard heaters (pulled out).	$148.00
9	[Strata's door supplier]	Repaired front door.	$384.79
10	[Wilful Violation - Strata Rules]	Strata fines	$150.00
		Total	$12,525.07

1. *Damaged Stove*

In the hearing, the Landlord said that the building was built in 2016 and the range was

new then. Accordingly, it was approximately two years old at the end of the tenancy. The Landlord said that “All knobs were broken and there were scratches everywhere, a dent in the front; this was deliberate damage.” The move-in CIR has a check beside the “stove/stove top”, which indicates that the stove and burners were in “good” condition at the start of the tenancy. The Landlord’s photos show that one knob is missing from the front of the range. There are also pictures of the glass stove top or burners; however, the photos are too blurry to see if there are scratch marks on it. However, the photographs show a knob missing from the front of the range

In the first hearing, the Tenant said that the range was not new when he moved in and that they had lived there for over a year. He said “there was nothing wrong with the range.” He also said that the Landlord did not attend for a move-out inspection of the unit, so any damage could have happened after the Tenant moved out.

2. *Blinds*

The CIR indicates that the blinds were in good condition at the start of the tenancy, but the Landlord said in the hearing that the blinds were “broken into pieces” after the Tenant moved out. The Tenant denied that this was true; he said the blinds were in perfect condition. He said he tried calling the Landlord to come for an inspection, but he could not reach the Landlord. The Tenant asked why he would try for an inspection, if he had left the rental unit damaged.

In a written submission, the Tenant said: “And as for the blinds, they are not ripped or torn as the pictures shows, they were all in perfect condition when I left.”

The Landlord uploaded photographs of the blinds, which show a couple of slats bent at the ends, but they appear to be in good condition, otherwise.

3. *Countertops*

The CIR indicates that the countertop was in good condition at the start of the tenancy, but the Landlord said in the hearing that there were scratches on the countertop and that he had no choice, but to replace it. The Tenant denied that this was true. The Landlord’s photographs were blurry and there was one photograph identified with a label saying, “Chipped, marked and scratched”. However, the photograph is of such low quality that it is difficult to see what we are looking at. The Landlord submitted a receipt for $2,576.00 for replacement of counter tops.

4. *Sliding Patio Doors*

The Landlord said in the hearing that there were sliding doors to the patio from the living room and the bedroom. He said that the locks were broken, the rollers beneath the doors were broken and the screens were torn out.

The Tenant asked about the Landlord's claim that he sent someone in to do an inspection in September 2018, but that the Tenant did not see a report from the inspection company. The Tenant said he would like some proof of the damage that the Landlord is alleging.

The Landlord submitted a paid invoice for:

- $140.00 ..... Custom amount (lock)
- $ 75.00 ..... Patio rollers
- $ 75.00 ..... New sliding glass door roller
- $120.00 ..... Labour

The receipt billed the Landlord a total of $423.50 including taxes for these items.

The Tenant did not directly address this claim when it was raised in the first hearing and he did not address it in his written submission.

The first hearing covered up to this point in the Landlord's claim. The Tenant was not in attendance for the review of the remaining six items, although he had submitted written comments on the Landlord's claims that I have considered.

The remaining items were reviewed by both Parties in the reconvened hearing on August 19, 2019.

5. *Two Sliding Doors*

In the first reconvened hearing, the Landlord said that there were two sliding doors that both had rollers which were "…banged up and the track had to be fixed." He said he repaired these, rather than replacing them, so he is not making a monetary claim in this regard.

6. Painted Entire Unit

The Landlord said that it was necessary to re-paint the entire rental unit, because "there were holes everywhere, big, small, everywhere. Some of them were from hanging pictures and some of them looked like punches in the wall. They had to be repaired properly and painted." The Landlord said the cost he quoted included repairing and repainting the walls. He submitted a detailed invoice for $3,374.28, including GST. The Landlord said the rental unit was last painted when it was built two years prior.

The Tenant said that the Landlord did not submit pictures of the holes he alleged were left by the Tenant in the rental unit. In response, the Landlord said that the Tenant did not take pictures of the rental unit before he left. The Tenant said that the Landlord has to supply the proof for his claims, and the Tenant said that he left the rental unit in the same condition as he found it. He said he did not hang any pictures or a television, so there was no reason for there to be holes in the wall from his tenancy.

7. Carpeting

The Landlord said that the carpeting was "brand new" when the Tenant moved in (in July 2017), but he also said everything was new when it was built in 2016. The Landlord said the carpets in the bedrooms had to be replaced and that someone from a carpeting chain measured incorrectly and discovered that one was wider than the other at installation. The Landlord said the supplier gave him a better price, as a result.

The Landlord submitted photographs of the carpeting throughout the rental unit. The notes on the photos say "Bedroom 1 [and 2] Main room – carpet damage (replacement)" and "Main room - Carpet Damage (Replacement)". However, the Landlord's photographs are blurry and do not give a good view of the carpets. Further, the Landlord does not describe what kind of damage the Tenant did to the carpets.

The Landlord submitted a receipt showing that he paid $1,072.50 for the removal and disposal of the old carpet and installation of the new carpet; however, he entered the claim amount as "$107.50" in his monetary order worksheet. I note the Landlord's total amount is consistent with the larger amount being claimed in this section, so I find that "$107.50" should read "$1,072.50" on the Monetary Order Worksheet.

8. Baseboard Heaters

The Landlord said that all the baseboard heaters were pulled out from the walls. He said

the electrician had to come to re-install them. The Landlord submitted a receipt for $148.00 to check the baseboard heaters, re-fasten three baseboard heaters, checked their voltage and to check all receptacles in the unit, including the panel. The paid invoice was for $148.00.

In his written submission, the Tenant said: “As for the heater base, they weren’t working and were non-functional when we moved in, but he wants it replaced with my own money.” There is nothing in the CIR that addresses the condition of the baseboard heaters at the start of the tenancy.

The Tenant said that when he moved in, one of the heaters was not working. He said that during the winter he called the Landlord, who told the Tenant to buy a heater and deduct $100.00 from the rent. The Tenant said there was no reason to take the baseboard heaters out and that he did not do this.

The Landlord said that the Tenant has no proof and no facts. He said that the Tenant “has cooked up stories.” The Landlord said that he has photographs; however, I found no legible photographs showing uninstalled baseboard heaters.

The Tenant said that the Landlord is lying and that he can have the Tenant’s wife come into the hearing and give evidence. The Tenant, J.A., called into the hearing and said that the heater was not working in the rental unit . She said: “We had to get a heater from [an international department store].”

9. Front Door Damaged

The Landlord said that the Tenant “pulled the whole door off the hinges. The carpenter had to replace everything to put it back in place” (other than replacing the door, itself). The Landlord said that the Strata corporation arranged for this, as they can get the best price for doors that will match others in the residential property. He said getting that door fixed was a priority for him.

In his written submission, the Tenant said the following about the front door:

> Regarding the entrance door which he claimed I willfully damage by illegally moving a couch in. It is absurd to suggest that a door knob would be damaged simply by moving in a couch, I can’t seem to understand how moving a couch in would damage a door handle, most of the apartments on the floor we share with have had to replace this same door knob because it was a sub-standard

one and it wore out as a result of use.

The Landlord submitted an invoice describing the repairs to the door as “replaced handle and repaired hinges” for a total of $384.79. The Landlord also submitted a receipt for the payment of this amount.

In the second reconvened hearing, the Tenant again focused on the door knob or handle being faulty; however, he said that the Landlord fixed it. The Tenant did not know what the Landlord was talking about in terms of the Landlord’s claim that the Tenant removed the door from the hinges. The Tenant asked the Landlord for proof of this and noted that the Landlord did not submit any photographs of the door off the hinges.

The Landlord said that the Tenant removed and damaged the front door when he moved a couch in. The Landlord said he had to have the company that the Strata used fix the door for consistency with the other front doors in the building.

The receipt the Landlord submitted, which is noted above, is dated April 25, 2018. It states that the repairs to the entry door included: “Replaced handle and repaired hinges.”

10. Strata Fines

The Landlord said that the Tenant willfully disregarded the Strata rules and never paid fines imposed on him. The Landlord said the Tenant was fined $100.00 for moving a couch without having first booked the elevator. The Landlord said the Tenant also dumped something inside the garbage room; he said there are cameras everywhere, so they knew it was him. The Tenant was fined $50.00 for this action. The Tenant did not comment on this claim.

The Tenant asked about the Landlord’s claim that he sent someone to do an inspection of the rental unit in September 2018, but that the Tenant did not see a report from the inspection company. The Tenant said he would like some proof of the damage that the Landlord is alleging. The Landlord said that he did “…send my guy to check the place. He said it was ‘awful, just wrecked - your place was wrecked’.” However, the Landlord did not direct me to any report he had uploaded from this inspection.

In the second reconvened hearing, the Tenant acknowledged that he left a lamp in the garbage room, but when he was advised that this was against the Strata rules, he went

back to retrieve it. The Tenant said that the lamp was gone when he went back, and that someone else must have taken it. He said that since the lamp was gone, there is no point in him paying this fine.

I asked the Tenant about the Landlord's claim that the Tenant moved a couch into the building without having booked the elevator. The Tenant said that he has seen the pictures from the Strata of people in the elevator, but he denied that he is one of the people in the photographs. He also said he had no reason to move a couch into the building.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Condition Inspection Report

The Act sets out the rights and responsibilities surrounding the need to inspect the condition of the rental unit at the start and the end of a tenancy. Parties must complete a CIR, as landlords need evidence to establish that the damage occurred as a result of the tenancy. If there is damage, a landlord may make a claim for damage, but without a CIR, a landlord has less evidence of the rental unit condition at the end of the tenancy.

The Parties said they completed, and the Landlord submitted, a move-in CIR. The Landlord said he could not reach the Tenant by telephone to schedule a move-out inspection. However, the Landlord could have sent the Tenant RTB form number 22: "Notice of Final Opportunity to Schedule a Condition Inspection", by registered mail or taken it over to the rental unit to give it to or serve it on the Tenant.

The legislation sets out that it is the Landlord's obligation to arrange a time for the condition inspection of the rental unit. According to section 38(1) of the Act, a landlord must return a tenant's security and/or pet damage deposit within 15 days of the later of the end of the tenancy and receiving a forwarding address in writing from the tenant. Section 39 of the Act obliges a tenant to provide a forwarding address to the landlord in writing within a year of the end of the tenancy for the return of the deposit(s).

The Tenant did not provide a valid forwarding address to the Landlord; a forwarding address provided by a tenant on the application form does not meet the requirement of a separate written notice and is not be deemed as providing the landlord with the forwarding address. A landlord cannot return a deposit if the tenant has not provided the

landlord with a valid forwarding address. The Tenant did not confirm his mailing address in the hearings.

Compensation

Awards for compensation are provided for under sections 7 and 67 of the Act. Further, Part C of Policy Guideline 16 ("PG #16") establishes the following test an applicant must prove for damages (adapted for these Parties):

FOUR POINT TEST

1. That the Tenant violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Landlord to incur damages or loss as a result of the violation;
3. The value of the loss, and
4. That the Landlord did whatever was reasonable to minimize the damage or loss.

[the "Test"]

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof (the Landlord in this case) has not met the onus to prove their claim and the claim fails. According to "PG #16":

> A party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.
>
> The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due.

Another consideration is whether the claim is for actual damage or normal wear and tear to the unit. Section 32 of the Act requires tenants to make repairs for damage caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires tenants to leave the rental unit undamaged. However, sections 32 and 37 also provide that reasonable wear and tear is not damage and a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements for determining damage. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost of the replacement.

1. *Damaged Stove*

Based on the evidence before me in this matter, I find it more likely than not that the Tenant left the stove in worse condition than it was at the start of the tenancy. As a result, I find that the Landlord fulfilled the first two steps of the Test by establishing that the Tenant violated section 37 of the Act by not leaving the appliance undamaged; however, the Landlord did not indicate that he investigated having the stove fixed, rather than replaced. Accordingly, I am not satisfied that the Landlord met the third and fourth steps of the Test, which oblige him to establish the value of the loss and that he minimized the damage or loss.

I find that the Landlord suffered a loss in this regard, but failed to establish the value or that he attempted to minimize or mitigate the damage pursuant to section 7(2) of the Act and PG #16. As such, I award him a nominal amount of **$200.00** for this item.

2. *Blinds*

In PG #40, the useful life of venetian blinds is 10 years. The evidence before me is that the blinds were new in 2016, so they were approximately two years old and had eight years or 80% of their useful life left at the end of the tenancy. The CIR indicates that the blinds were in good condition at the start of the tenancy, but the Landlord said in the hearing that the blinds were "broken into pieces" at the end. The Tenant denied that this was true, resulting in a he said/he said situation before me. However, I also have photographs that show some slats with bends at the end, but the blinds appearing in good condition, otherwise. The Landlord did not provide any photographs showing that the blinds were "broken into pieces". I find that the Landlord did not satisfy me of the first two steps of the Test, so I dismiss this claim without leave to reapply.

3. *Countertops*

In PG #40, the useful life of countertops is 25 years. The evidence before me is that the

countertop was new in 2016, so it was approximately two years old at the end of the tenancy and had 23 years or 92% of the useful life left. The CIR indicates that the countertop was in good condition at the start of the tenancy, but the Landlord said in the hearing that there were scratches on the countertop and that he had no choice, but to replace them. The Tenant denied that this was true, therefore, I have another he said/he said situation.
Again, the Landlord did not submit a move-out CIR, and I find the photographs of the countertop are too blurry to rely on. I am not satisfied that the damage was such that the counters had to be replaced, so I find that the Landlord did not pass the first two steps of the Test. I dismiss this claim without leave to reapply.

4. Sliding Patio Doors

The Landlord said in the hearing that there were sliding doors to the patio in the living room and in the bedroom. He said that the locks were broken, the rollers beneath the doors were broken and the screens were torn out. The Landlord submitted a receipt for the purchase of two screen doors for a total of $399.00. He also submitted a receipt for:

- $140.00 ..... Custom amount (lock)
- $ 75.00 ..... Patio rollers
- $ 75.00 ..... New sliding glass door roller
- $120.00 ..... Labour

This receipt billed the Landlord a total of $423.50 for these items.

Given the undisputed evidence before me in this regard, I find that the Landlord has fulfilled the four steps of the Test, so I award him a total of **$822.50** for this claim.

The first hearing covered up to this point in the Landlord's claim.

5. Two Sliding Doors

In the reconvened hearing the Landlord said that there were two sliding doors that both had rollers that were "banged up and the track had to be fixed." He said he repaired these, rather than replacing them. The Tenant did not comment on this matter. The Landlord listed this, but said he did not make a monetary claim for this repair that he completed himself.

6. Painted Entire Unit

The Landlord said that it was necessary to re-paint the entire rental unit, because "there were holes everywhere, big, small, everywhere. Some of them were from hanging pictures and some of them looked like punches in the wall. They had to be repaired properly and painted." The Landlord said the cost he quoted included repairing and repainting the walls. He said it was last painted when it was built two years prior. The Tenant did not comment on this matter in his written submission.
PG #40 states that interior painting has a useful life of four years. The evidence before me is that the rental unit was painted when it was new in 2016, so it was two years old or had 50% remaining on its useful life.

The Landlord did not provide photographs that show the kind of damage he is alleging the Tenant caused the walls in this regard. ~~However, the Tenant did not deny that there was damage to the walls. I find that the Landlord established that the Tenant did some damage to the walls, but it is not clear that it was more than would occur with reasonable wear and tear. Further, the Landlord did not establish that he adhered to section 7(2) of the Act or step four of the Test from PG #40 in minimizing the damages. I find that $3,374.28 is an excessive amount to do spot repairs and painting of a two-bedroom rental unit. The rental unit paint had used up 50% of its useful life, so I will grant the Landlord 50% of the cost he incurred, according to the invoice submitted. Accordingly, I award the Landlord **$1,687.14** for the repair and painting of the walls.~~

In the August 19, 2019 hearing, the Tenant denied having made any holes in the walls and he emphasized that it is the Landlord's responsibility to provide proof of the alleged damage, which he did not do. I agree with the Tenant. As noted above, the party claiming compensation from another party has the burden of proving his claim on a balance of probabilities. As set out in PG #16, "A party seeking compensation should present compelling evidence of the value of the damage or loss in question."

After considering all the evidence before me, overall, I find that the Landlord did not provide sufficient evidence to substantiate his claim for compensation on this item. Accordingly, I dismiss the Landlord's claim for painting and repairing the walls without leave to reapply.

7. Carpeting

PG #40 states that the useful life of carpeting is 10 years, so the carpeting in the rental unit was only through 20% of its useful life. Given the vagueness of the Landlord's

explanation of the damage done to the carpeting and the poor quality of the photographs before me, I find that it is more likely than not that the damage is no more than ordinary wear and tear; I find that the Landlord did not establish on a balance of probabilities that the carpets needed replacing. I find that the Landlord has not fulfilled his obligation under the Test for damages on this matter. I dismiss the Landlord's claim for compensation for carpets, without leave to reapply.

8. Baseboard Heaters

The Landlord said that all the baseboard heaters were pulled out from the walls. He said the electrician had to come to re-install them. The Tenant's evidence is that the baseboard heaters did not work when he moved in; ~~however, given his comments, I find it is more likely than not that he removed them from the wall for some reason, rather than asking the Landlord to have them fixed. I prefer the Landlord's version of events in this matter, and I find the Landlord has passed the Test in this regard, so I award him the **$148.00** he claimed in this Application.~~

The Tenants both said that the baseboard heaters did not work when they moved in. Their undisputed evidence is that the Landlord told them to buy a heater, rather than having the heaters repaired at the time. I find the Landlord has not presented sufficient evidence to establish that the Tenant damaged the baseboard heaters. Further, the Landlord did not submit any photographs of the condition of the heaters at the end of the tenancy. I find on a balance of probabilities that the Tenants' version of events is more reasonable than is that of the Landlord. Accordingly, I dismiss this claim without leave to reapply.

9. Front Door Damaged

The Landlord said that the Tenant "pulled the whole door off the hinges. The carpenter had to replace everything to put it back in place." The Landlord said that the Strata corporation arranged for this repair, as they can get the best price for doors and accessories that will match others in the residential property.

~~I find the Landlord's version of events in this regard is more reliable than that of the Tenant, and I find that the Landlord fulfilled all four steps in the Test. I, therefore, award the Landlord the **$384.79** that he claimed in damages for this matter.~~

The Parties' versions of events vary markedly. The Tenant focused on a faulty door handle and the Landlord focused on the door having been taken off the hinges. The

receipt that the Landlord submitted indicates that the Landlord had someone repair both the door handle and the hinges in April 2018, which was six months before the end of the tenancy. The Landlord has stated that the Tenant removed the door from its hinges to move a couch in, but that he left the door uninstalled. This is inconsistent with the Tenant's testimony and with common sense. I find it unreasonable that a tenant would not want to be able to close the door to a rental unit and would leave a front door uninstalled. However, the Tenant said that moving a couch in would not damage a door handle. I find this implies that the Tenant did, in fact, move a couch into the rental unit at some point. I find that the Tenant has been misleading in his evidence on this matter. As a result, I find it more likely than not that the Tenant damaged the door hinges, which required repair, as set out in the Landlord's work receipt. Accordingly, I award the Landlord recovery of the **$384.79** for a this item.

10. Strata Fines

The Landlord said that the Tenant willfully disregarded the Strata rules and never paid fines imposed on him. ~~Given that this matter is undisputed, I find it more likely than not that the Landlord has had to pay or will be obliged to pay these fines for the Tenant. Accordingly, I award the Landlord **$150.00** as compensation for the fees imposed on the Tenant by the Strata.~~

The Tenant acknowledged having left a lamp in the garbage room. I find that the absence of the lamp when he returned to retrieve it does not diminish the undisputed evidence that he broke the Strata rules in this regard. Accordingly, I award the Landlord **$50.00** for this claim.

The Parties disagreed about whether the Tenant moved a couch in without having reserved an elevator with the Strata corporation. The Landlord said that there were photographs of people moving a couch in the elevator, but the Tenant denies that he is in these photographs. The Landlord did not direct me to these photographs in his submissions. In a prior section, I have found it more likely than not that the Tenant moved a couch into the rental unit at some point. However, this is not a basis for finding that the Tenant did so without reserving the elevator. Without further evidence that it was the Tenant, I find that the Landlord has not provided sufficient evidence to support his claim. Therefore, I dismiss this claim without leave to reapply.

Set Off

Given that the Landlord has been partially successful in his Application, I also award

him recovery of the **$100.00** filing fee.

~~I find that the Landlord has established a total monetary claim in the amount of **$3,492.43** comprised of **$3,392.43** in damages, plus the filing fee of **$100.00**.~~

I find that the Landlord has established a monetary claim in the amount of $1,457.29, plus recovery of the filing fee for a total award of **$1,557.29**.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit of $800.00. I award the Landlord the Tenants' security deposit in partial satisfaction of the Landlord's monetary claim.

I grant the Landlord a monetary order pursuant to section 67 of the Act for the balance owing by the Tenants to the Landlord in the amount of ~~**$2,692.43**~~ **$757.29**.

Conclusion

The Landlord's claim for compensation for damage or loss against the Tenants is partially successful, as his evidence was not sufficient to succeed in all his claims. The Landlord has established a monetary claim of ~~$3,492.4~~3 $1,457.29, and recovery of the $100.00 filing fee for this Application.

I authorize the Landlord to retain the Tenant's full security deposit of $800.00 in partial satisfaction of the claim. The Landlord has been granted a monetary order under section 67 for the balance due by the Tenants to the Landlord in the amount of ~~$2,692.43~~ **$757.29**.

This Order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: ~~May 27, 2019~~ August 23, 2019.

Residential Tenancy Branch