Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S, MNRL-S (Landlord)
FFT, MNDCT, MNRT, MNSD (Tenant)

Introduction

This hearing was convened by way of conference call in response to Cross Applications for Dispute Resolution filed by the parties.

The Tenant filed the application December 12, 2018 (the "Tenant's Application"). The Tenant sought compensation for monetary loss or other money owed, compensation for emergency repairs made during the tenancy, return of the security deposit and reimbursement for the filing fee.

The Landlord filed the application January 08, 2019 (the Landlord's Application"). The Landlord sought compensation for damage to the rental unit, to recover unpaid rent, to keep the security deposit and reimbursement for the filing fee.

This matter came before me for a hearing on April 04, 2019 and May 23, 2019. Interim Decisions were issued these dates. This decision should be read with the Interim Decisions.

The Tenant and Landlord appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

At the hearing, the Tenant sought return of double the security deposit if I find the Landlord failed to comply with the *Residential Tenancy Act* (the "*Act*").

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence.

The Landlord confirmed receipt of the hearing package for the Tenant's Application. The Landlord confirmed receipt of the Tenant's evidence; however, he raised an issue in relation to some of the evidence as it was received late. The Landlord testified that the evidence was sent March 19th and 20th and received by him March 25th and 26th. The Landlord took issue with admission of the repair invoice dated December 02, 2018 for a total of $1,600.00. He also took issue with an email dated December 31, 2018 from a contractor.

The Tenant did not dispute the dates provided by the Landlord in relation to service of her evidence.

I heard the parties on whether the invoice and email should be admitted or excluded.

The Landlord said he does not think the invoice is authentic and he would have investigated this further if he had received it earlier. The Tenant's submissions on this point were not clear; however, I understood her to say she made every effort to supply the invoice. She also said she had misplaced the invoice.

In relation to the email, the Landlord took issue with the reliability and credibility of the contents of the email. The Tenant testified that she submitted the email as a follow-up to the Landlord's evidence. She testified that she had misplaced it and had to get a second copy. She said she supplied it as soon as she thought it was necessary.

Pursuant to rule 3.14 and 3.15 of the Rules of Procedure (the "Rules"), an applicant must ensure the respondent receives their evidence 14 days prior to the hearing and a respondent must ensure the applicant receives their evidence seven days prior to the hearing.

The Tenant served her evidence in accordance with rule 3.15 of the Rules in relation to respondent evidence but not in accordance with rule 3.14 of the Rules in relation to applicant evidence.

Upon a review of the invoice and email, I find both are clearly relevant to the Tenant's Application and support the very basis for the Tenant's Application. I am not satisfied the invoice and email are respondent evidence submitted in response to the Landlord's Application. I find the invoice and email should have been served in accordance with rule 3.14 of the Rules. Given the dates on these documents, I find both were in existence well before March of 2019.

I am not satisfied the Tenant has provided a reasonable explanation for why these documents were not served on the Landlord in accordance with rule 3.14 of the Rules. It is not sufficient to simply state that the Tenant misplaced these. There is no evidence before me in support of this. Further, parties are expected to track down all relevant evidence and serve it on the other party within the applicable timelines. The Tenant has not explained why she did not track these documents down sooner.

I am satisfied the Tenant failed to comply with rule 3.14 of the Rules in relation to service of her evidence. I accept that the Landlord would have looked into the invoice if it had been provided earlier. I find it would be prejudicial to the Landlord to admit the late evidence when his position is that he did not have sufficient time to follow up on it. The invoice and email are excluded.

The Tenant confirmed receipt of the hearing package and evidence for the Landlord's Application.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered the admissible documentary evidence pointed to during the hearing and all oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Tenant entitled to compensation for monetary loss or other money owed?
2. Is the Tenant entitled to compensation for emergency repairs?
3. Is the Tenant entitled to return of double the security deposit?
4. Is the Tenant entitled to reimbursement for the filing fee?

5. Is the Landlord entitled to compensation for damage to the rental unit?
6. Is the Landlord entitled to recover unpaid rent?
7. Is the Landlord entitled to keep the security deposit?
8. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Tenant sought the following compensation:

1	Asbestos abatement and disposal	$800.00
2	Painting	$600.00
3	Paint supplies	$233.71
4	Security deposit return	$825.00 (requested double at hearing)
5	Moving expenses to former home	$200.00
6	Filing fee	$100.00
	TOTAL	**$2,758.71**

The Landlord sought the following compensation:

1	December 2018 rent	$1,650.00
2	Flooring repairs	$675.37
3	Drapes	$176.97
4	Carpet cleaning and repairs	$200.00
5	Filing fee	$100.00
	TOTAL	**$2,802.34**

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy was to start December 01, 2018 and was to be a month-to-month tenancy. Rent was to be $1,650.00 per month due on the first day of each month. The Tenant paid a $825.00 security deposit. The agreement states that an addendum is attached. The parties signed the tenancy agreement October 23, 2018.

The parties disagreed about whether the tenancy agreement included an addendum.

The Landlord testified that he had a long conversation with the Tenant about the tenancy and that he read her all the terms in the addendum. The Landlord testified that he required the addendum to be part of the tenancy agreement which is why the tenancy agreement states an addendum is attached. The Landlord testified that he agreed to provide the addendum to the Tenant when they did the move-in inspection. The Landlord testified that the addendum was never printed and signed by both parties.

The Tenant submitted that the addendum was never part of the tenancy agreement as the Landlord never provided a copy of it to her to review. She testified that she signed

the tenancy agreement stating there is an addendum attached because the Landlord told her he would send it to her.

The Tenant testified that she received keys for the rental unit October 23, 2018. The Landlord testified that he provided the Tenant keys a week prior to November 14th or 15th. The Landlord testified that he told the Tenant she could start moving things into the rental unit in mid November.

The parties agreed the Tenant never fully moved into the rental unit.

The Tenant testified that she provided the Landlord with her forwarding address in a letter dated December 03, 2018. This is in evidence. The Tenant testified that she left the letter in the rental unit December 10th and posted it on the door of the Landlord's home address December 01st or 02nd. The Tenant had not submitted evidence of this.

The Landlord testified that he received the Tenant's letter around December 10th. The Landlord took issue with this being considered a forwarding address as the Tenant's address is typed at the top of the letter and the letter does not state that it is her forwarding address. The Landlord testified that he did not know this was the Tenant's forwarding address and referred to emails submitted showing he asked the Tenant for her forwarding address.

In response, the Tenant submitted that it was clear the address was her forwarding address because she sent the Landlord a text saying where she was which corresponded with the address.

As stated, the letter is in evidence. It has the Tenant's name at the top with a phone number, email and address below. The letter refers to the Tenant's expected move in on December 01, 2018. The letter states that the rental agreement is void as the Tenant was prevented from occupying the rental unit and the move-in condition report was not completed.

The parties agreed on the following. The Landlord did not have an outstanding monetary order against the Tenant at the end of the tenancy. The Tenant did not agree in writing at the end of the tenancy that the Landlord could keep some or all of the security deposit.
The parties disagreed about whether a move-in inspection was done.

The Landlord testified that a move-in inspection was not done. The Landlord testified that the Tenant said she was moving into the rental unit December 8th or 9th and pointed to an email in this regard. I cannot see where in the email evidence this is. The Landlord testified that the parties agreed to do a move-in inspection December 8th or 9th. He said an inspection was never done because the Tenant did not fully move into the rental unit. The Landlord said he did not complete a move-in inspection report. The Landlord testified that he only sent the Tenant one text message about doing a move-in inspection.

The Landlord relied on a text sent November 22nd in relation to his position about the move-in inspection.

The Tenant took the position that the text messages submitted in evidence by the Landlord are not accurate. The Tenant denied that the Landlord sent her a text about doing a move-in inspection.

In reply, the Landlord testified that the texts in evidence are verbatim from his phone.

The Tenant testified that many inspections were done prior to signing the tenancy agreement. The Tenant testified that there were a number of things the Landlord was supposed to do before she moved in. The Tenant testified that the parties met November 21, 2018 and did a partial inspection. She testified that the Condition Report Addendum submitted in evidence was prepared by her. The Tenant testified that she provided the Condition Report Addendum to the Landlord with the RTB form Condition Inspection Report for the Landlord to sign. The Tenant testified that the Landlord never left these documents for her as discussed.

The Tenant had submitted the Condition Report Addendum. It was signed by the Tenant November 21, 2018. The Landlord has not signed it. The Landlord testified that he had never seen this document and submitted that it is a “manufactured report”.

The parties agreed they did not do a move-out inspection. The parties agreed the Landlord did not provide the Tenant with two opportunities to do a move-out inspection. The Landlord testified that he did not do a move-out inspection on his own.

The parties testified as follows in relation to the Tenant’s claim.

Asbestos abatement and disposal

The Tenant testified as follows. She found linoleum in one of the bedrooms when she went to pull on the vent for the heat. There had been a rug over this linoleum. She discovered that the linoleum contained asbestos. She tried to contact the Landlord by phone about this but could not reach him. She did not try to contact the Landlord's son because she did not have his number. She needed a place to live. The linoleum was a health and safety issue. She had contractors attend the rental unit and inspect the linoleum. She had contractors remove the linoleum exposing wood floor underneath. She had the wood floor painted as the contractors said this should be done to seal in the asbestos dust.

In relation to contacting the Landlord or his son, the Tenant testified that there had been a notice on the rental unit door with contact numbers; however, the notice was no longer in the rental unit when she moved in. The Tenant testified that she never received a text from the Landlord with his son's number.

The Tenant further testified as follows. The linoleum was already ripped up and in shambles when she discovered it. The linoleum had crumbled and she was simply cleaning up the rental unit, not removing the flooring.

The Tenant submitted photos of the linoleum and wood floor. The Tenant advised that she did not take photos of the linoleum as it was originally.

The Tenant submitted an email dated November 25, 2018 from the contractor stating the following. The contractor inspected the rental unit and found old asbestos flooring. The floor was a "patchwork of pieced brittle and decaying Lino strips, nailed down with hundreds of small nails, requiring someone detailed and professional to safely remove this material".

The Tenant relied on section 33 of the *Act* as the basis for her request for this compensation. The Tenant submitted that asbestos can be lethal and she had no choice but to remove it if she wanted to move into the rental unit.

The Landlord testified as follows. The linoleum was in tact and covered the entire floor when the Tenant moved into the rental unit. The Tenant ripped and damaged the floor. The Tenant removed the linoleum prior to the date she was supposed to move in. There is no proof that there was asbestos in the linoleum. The Tenant had no right to rip out the linoleum. This was not an emergency repair. It was an unauthorized renovation.

In relation to the Tenant having contact numbers for his agents, the Landlord testified that there was a notice left for the Tenant with the number for his son and friend. The Landlord testified that the Tenant took the notice down. He denied that he removed it from the rental unit and testified that the notice was still in the rental unit after the tenancy ended. The Landlord testified that he also sent the Tenant a text with his son's number on November 22nd.

Painting and paint supplies

The Tenant testified as follows. The rental unit needed upgrades prior to her moving in. The Landlord said he would be painting the rental unit; however, this was not done when she moved in. She could not move in when the rental unit was not painted. The Landlord said she could choose her own color for the paint, so this is what she did. She had the upstairs small bedroom painted as well as the valance in the second small bedroom.

The Tenant pointed to her Condition Report Addendum in relation to this.

The Landlord testified as follows. The rental unit is a two-bedroom house. The rental unit was not in poor condition as stated by the Tenant. The ads for the rental unit submitted in evidence show that it had been recently remodeled and painted. The only room not painted was the small bedroom. The paint in this room was fine. He told the Tenant he would paint the small bedroom at a later date if the Tenant had an issue with it. The Tenant did not raise issues about the state of the rental unit in her emails. Nor did the Tenant ask that issues at the rental unit be addressed prior to the tenancy. The valances in the house were all wood and matched. The Tenant did not contact the Landlord or his agent prior to painting.

Moving expenses to former home

The Tenant testified as follows. It became clear that this tenancy was not going to work out as there were so many issues with the rental unit. The Landlord breached the tenancy agreement by not having the rental unit ready for move in. The downstairs bedroom was completely full of the Landlord's items and had a lock on it. She attempted to fulfill her end of the agreement. The Landlord refused to do the condition report. She had not yet moved her large furniture to the rental unit. She had to stay at her old place temporarily. She had someone move her belongings out of the rental unit to her old place. This took a couple of hours.

The Landlord submitted that the Tenant did not plan to move into the rental unit and referred to evidence about the Tenant no longer working in the city as of December 01st.

The parties testified as follows in relation to the Landlord's claim.

December 2018 rent

The Landlord testified as follows. The Tenant was supposed to move into the rental unit but did not. The Tenant was not in the rental unit when he returned from vacation. He did not receive rent for December from the Tenant. He received notice of the tenancy ending from the Tenant in the letter dated December 03rd which he found in his mailbox December 10th.

The Landlord further testified as follows. He posted the rental unit on a rental website mid to late January after repairs were done and things were put back together. In February, he decided to let his son and a friend move in. His son moved in in February.

The Landlord submitted evidence that the Tenant's December rent cheque was returned due to "stop payment".

The Tenant testified as follows. She gave the Landlord post dated cheques when she signed the tenancy agreement. These have not been cashed. She does not owe the Landlord for December rent because the rental unit was not prepared for her. She gave notice ending the tenancy December 02nd in the letter dated December 03rd.

Flooring repairs

The Landlord testified as follows. The Tenant had painted the wood floor in the bedroom that previously had the linoleum. This is not an approved "flooring procedure". The paint was coming off. He was told to just carpet over the floor. He only carpeted the one room. The Tenant breached the *Act* by removing the linoleum and painting the floor without permission from the Landlord and without proper notification to the Landlord.

The Landlord pointed to an Estimate, Work Order and Invoice submitted as evidence. The Landlord pointed to a letter submitted from D.M. The letter states that D.M. is a professional flooring installer. It states that painting the wood flooring in the bedroom

with an exterior enamel porch paint was “hardly to be considered an approved or very durable flooring solution”. It states that the paint is coming off.

The Landlord submitted photos of the painted floor.

The Tenant testified as follows. Her contractors said the floor should be sealed with paint because of the asbestos. There were exposed nails on the linoleum. She could not walk on the linoleum without being injured. There was no molding meeting the flooring. New flooring was required to make the rental unit habitable. Painting the floor was the first step to installing new flooring. It must have been the Landlord dragging furniture that caused the paint to peel.

Drapes

The Landlord testified as follows. There was a set of custom-made drapes in the small bedroom prior to the tenancy. These were no longer there at the end of the tenancy. The Tenant left different drapes at the rental unit; however, these were too long to use. The Tenant had no right to discard the original drapes. The drapes were 20 to 30 years old but in good shape.

The Landlord pointed to his photos in this regard.

The Tenant testified as follows. She brought up that the drapes needed to be changed as they were decaying, fraying and coming apart. Her and the Landlord agreed the drapes would be replaced. She left the original drapes in the rental unit along with other drapes.

Carpet cleaning and repairs

The Landlord said he is claiming for carpet cleaning, moving furniture, overseeing repairs and restoring the rental unit to its original state after the tenancy ended.

The Landlord testified that the carpets were professionally cleaned before the Tenant moved in. He testified that the carpets had to be cleaned after the tenancy due to signs of traffic coming in and out of the rental unit. The Landlord testified that it took time to get estimates for the curtains and flooring. The Landlord testified that he cleaned the rental unit and put the curtains back on the rods. The Landlord testified that it took him five to six hours to do these things.

The Tenant testified that the carpets did not look like they had been professionally cleaned prior to the tenancy. She pointed out that the Landlord did not provide before and after photos. She said she was permitted to move furniture that was left in the rental unit.

Analysis

Pursuant to section 16 of the *Act*, the rights and obligations of the parties under the tenancy agreement and *Act* started October 23, 2018 when they entered into the tenancy agreement.

Section 7 of the *Act* states:

> 7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
>
> (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

> It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:
>
> - a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
> - loss or damage has resulted from this non-compliance;
> - the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
> - the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Under sections 24 and 36 of the *Act*, landlords and tenants can extinguish their rights in relation to the security deposit if they do not comply with the *Act* and *Residential Tenancy Regulations*. Further, section 38 of the *Act* sets out specific requirements for dealing with a security deposit at the end of a tenancy.

Based on the testimony of the parties about the move-in and move-out inspections, I find the Tenant did not extinguish her rights in relation to the security deposit under sections 24 or 36 of the *Act*.

Pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the later of the end of the tenancy and receiving the Tenant's forwarding address in writing to return the security deposit or make a claim against it.

I am not satisfied the December 03, 2018 letter was sufficient to trigger section 38(1) of the *Act*. The Landlord testified that he did not know the address at the top was the Tenant's forwarding address. The letter does not state that the address is the Tenant's forwarding address or that the security deposit should be returned to that address. If the Tenant wanted the security deposit returned, she should have clearly set out what her forwarding address was. I am not satisfied she did so.

An address provided on an Application for Dispute Resolution is also not sufficient to trigger section 38(1) of the *Act*.

The Tenant submitted that it was clear the forwarding address on the December 03, 2018 letter was her forwarding address because she told the Landlord where she was via text which corresponded with the address. The Tenant did not submit a text showing she did this. The Landlord has submitted text messages; however, the Tenant disputed the accuracy of these. The text messages appear to be typed into a word document. They are not photos of text messages contained on a phone and are not an official record of text messages from a phone. Given this, and that the Tenant disputed the accuracy of the text messages, I decline to rely on the text messages.

I am not satisfied the Tenant has provided the Landlord with a forwarding address in accordance with the *Act*. I am not satisfied section 38(1) of the *Act* has been triggered. I find the Landlord has complied with section 38(1) of the *Act* by claiming against the security deposit prior to receiving a forwarding address from the Tenant. The Tenant is not entitled to return of double the security deposit.

In relation to the issues that arose about the evidence and agreements between the parties, I note the following at the outset. I do not accept that the addendum was part of the tenancy agreement given it was never printed off and provided to the Tenant and not signed by the Tenant. Nor do I accept that the Condition Report Addendum reflects an agreement between the parties about the state of the rental unit or issues to be

addressed prior to the tenancy. The Landlord testified that he had never seen this document. The Landlord has not signed this document. The Tenant has not submitted any other evidence showing this constitutes an agreement between the parties.

I find the following in relation to the Tenant's claims.

Asbestos abatement and disposal

The Tenant relied on section 33 of the *Act* in relation to this item. Section 33 of the *Act* states:

> 33 (1) In this section, "emergency repairs" means repairs that are
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> (a) urgent,
>
> (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
>
> (c) made for the purpose of repairing
>
> (i) major leaks in pipes or the roof,
>
> (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
>
> (iii) the primary heating system,
>
> (iv) damaged or defective locks that give access to a rental unit,
>
> (v) the electrical systems, or
> (vi) in prescribed circumstances, a rental unit or residential property…

The definition of emergency repairs is also outlined on page 4 of the tenancy agreement.

Removing flooring or materials that have asbestos in them is not an emergency repair under section 33 of the *Act*. Therefore, the Tenant is not entitled to reimbursement for the costs associated with removing the linoleum based on section 33 of the *Act*.

Painting and paint supplies

I do not accept that the Landlord agreed to paint the upstairs small bedroom or valance in the second small bedroom prior to the Tenant moving in. As stated above, I do not accept that the Condition Report Addendum represents an agreement between the parties. The Tenant did not point to any other evidence to support her position about this agreement.

I find the Tenant chose to paint. Having the upstairs small bedroom and valance painted was not urgent. Even accepting the paint was old or poorly done, this did not affect the Tenant's ability to move into the rental unit. The Tenant should have waited and sought permission from the Landlord prior to painting. If the Tenant had done so, the parties could have come to an agreement about who would be responsible for the cost. Instead, the Tenant chose to paint. The Tenant is not entitled to compensation for this.

Moving expenses to former home

I do not accept that the Tenant was prevented from moving into the rental unit. The Tenant has not submitted sufficient evidence to support her position that there were issues with the rental unit that prevented her from moving into it. Nor has the Tenant submitted sufficient evidence to support her position that the Landlord agreed to address issues with the rental unit prior to the tenancy and failed to do so. I find the Tenant simply chose not to move into the rental unit. The Tenant is not entitled to compensation for moving expenses in the circumstances.

Filing fee

As the Tenant has not been successful in this application, I decline to award her reimbursement for the filing fee.

I find the following in relation to the Landlord's claim.

December 2018 rent

As stated above, the parties were bound by the tenancy agreement as of October 23, 2018 when it was signed. This was a month-to-month tenancy. Section 45 of the *Act* sets out how a tenant can end a month-to-month tenancy and states:

> 45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
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> > (a) is not earlier than one month after the date the landlord receives the notice, and
> >
> > (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement….
>
> (3) If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

The Tenant provided the Landlord written notice that she was not moving into the rental unit in the December 03, 2018 letter. I accept that the Landlord received the letter December 10, 2018. The Tenant did not submit any evidence to support her position that the letter was posted to the Landlord's door December 01, 2018 or December 02, 2018. Further, it does not accord with common sense that the Tenant would post-date a letter of this nature to December 03, 2018 despite it being written and served December 01, 2018 or December 02, 2018.

Pursuant to section 53 of the *Act*, the effective date of the notice ending the tenancy is automatically changed to comply with the *Act*. Therefore, the notice received by the Landlord December 10, 2018 was effective January 31, 2019. The Tenant is

responsible for paying rent up to January 31, 2019. The Landlord is entitled to recover December rent.

I note that section 45(3) of the *Act* does not apply in this case. The first written notice the Tenant gave to the Landlord was the December 03, 2018 letter ending the tenancy. The letter is not a request for the Landlord to address a breach of a material term with a reasonable date by which this was to be done.

As stated above, I do not accept that the Tenant could not have moved into the rental unit as planned as the Tenant has not submitted sufficient evidence supporting her position on this point.

The Landlord is entitled to $1,650.00.

Flooring repairs

As stated above, removing the linoleum was not an emergency repair. The Tenant should not have removed the linoleum until she had permission from the Landlord to do so. I find removing the linoleum was an unauthorized renovation.

I note that I do not accept the submission of the Tenant that the linoleum was in shambles or crumbled and that she was just cleaning up. The Tenant did not submit photos of the linoleum prior to it being worked on, despite submitting photos of the linoleum while it was being worked on. I acknowledge the email dated November 25, 2018 from the contractor. I do not find this piece of evidence particularly persuasive given it appears to be a typed reproduction of an email, it does not appear to be an exact copy of a printed email, it is not a screen shot of an email and is not a letter signed by the contractor. The email states that the linoleum was “brittle and decaying”. However, it also states that the linoleum was “nailed down with hundreds of small nails, requiring someone detailed and professional to safely remove this material”. I do not find this email sufficient to support the Tenant’s position that she was simply cleaning up the linoleum versus removing flooring in the rental unit.

There is no issue that the Tenant had the floor painted as she acknowledged this. Based on the letter from D.M., I accept that the paint used was not appropriate. The Tenant has not submitted sufficient evidence that the paint used was appropriate. Further, I find the Tenant acknowledged that something further had to be done with the floor as she said painting it was the first step in installing new flooring. As well, the photos submitted by the Landlord show the paint is coming off.

I accept that the Landlord had to install new flooring due to the Tenant's unauthorized renovations. Based on the Invoice submitted, I am only satisfied the Landlord paid $412.87 for this. I find the flooring option chosen was reasonable and find the cost reasonable. The Landlord is awarded $412.87 for this item.

Drapes

The parties disagreed about whether the drapes were left at the rental unit at the end of the tenancy. The Landlord has not submitted sufficient evidence that the drapes were not left at the rental unit. I am not satisfied the Tenant took or got rid of the drapes and decline to award the Landlord compensation for this item.

Carpet cleaning and repairs

The Landlord has not submitted sufficient evidence that the carpets were professionally cleaned prior to the Tenant moving in or that the carpets were dirty after the Tenant vacated. I am not satisfied the Tenant left the carpets dirty and decline to award the Landlord compensation for carpet cleaning.

I am not satisfied the Landlord is entitled to compensation for the time it took to deal with the drapes given my finding above about the drapes.

I am not satisfied the rental unit was left in a state that required the Landlord to clean it or otherwise restore it given the lack of evidence provided in support of this.

I do accept that it took time to deal with the flooring issue. However, I do not accept that this took much time or effort given the nature of the issue. I find any loss in this regard is minimal and decline to award the Landlord monetary compensation for it.

Filing fee

Given the Landlord was partially successful, I award him reimbursement for the $100.00 filing fee pursuant to section 72(1) of the *Act*.

In summary, the parties are entitled to the following:

Tenant:

1	Asbestos abatement and disposal	-
2	Painting	-
3	Paint supplies	-
4	Security deposit return	-
5	Moving expenses to former home	-
6	Filing fee	-
	TOTAL	**-**

Landlord:

1	December 2018 rent	$1,650.00
2	Flooring repairs	$412.87
3	Drapes	-
4	Carpet cleaning and repairs	-
5	Filing fee	$100.00
	TOTAL	**$2,162.87**

The Landlord is authorized to keep the security deposit pursuant to section 72(2) of the *Act*. The Landlord is issued a Monetary Order for $1,337.87.

Conclusion

The Tenant's Application is dismissed without leave to re-apply.

The Landlord is entitled to $2,162.87 in compensation. The Landlord is authorized to keep the security deposit. The Landlord is issued a Monetary Order for $1,337.87. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: August 06, 2019

Residential Tenancy Branch