



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Code MND, MNSD, FF

### Introduction

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

On May 9, 2019, the landlord was granted a Substituted Serve Order to be allowed to serve the tenant by email. The substituted Service Order should be read in conjunction with this decision.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution, Notice of Hearing and the evidence were sent in accordance with the Substituted Serve Order by email and the document was opened by the tenant on May 14, 2019. Filed in evidence is an email confirmation showing the document was opened by the tenant. I find the tenant was duly served on May 14, 2019.

The landlord appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on August 1, 2013. The parties entered into a new written tenancy agreement on February 1, 2019, which removed the second tenant. Rent in the amount of \$700.00 was payable on the first of each month. The tenant paid a security deposit of \$350.00. The tenancy ended on March 31, 2019.

The landlord testified that the tenant acknowledged in an email that they are responsible for damage; however, the tenant indicated that their co-tenant should also be held responsible for the damage. The landlord stated that they also have provided a hand written list of the tenant's showing what repairs they needed to do. Filed in evidence is a copy of the email and a copy of the hand written list.

The landlord claims as follows:

a)	Unpaid rent for March 2019	\$ 100.00
b)	Cupboard door replacement	\$1,758.71
c)	Countertop replacement	\$ 209.00
d)	Sink Replacement	\$ 276.00
e)	Broken fridge door handle, and missing shelving	\$ 473.00
f)	Carpet Replacement	\$ 867.38
g)	Stolen Vacuum hose & attachments	\$ 446.86
h)	Broke Glass block	\$ 52.39
i)	Repair walls	\$ 400.00
j)	Painting walls labour	\$ 800.00
k)	Floor sealer and cleaner	\$ 228.33
l)	Main door and French door replacement	\$ 618.00
m)	Replace Fire alarm, outlets, wall plated	\$ 289.90
n)	Replace two doors and cost of paint for walls	\$ 174.63
o)	Paint for doors, roller, brush	\$ 608.63
p)	Missing blind	\$ 167.99
q)	New Key	\$ 10.00
r)	Cleaning 32hr at \$15.00	\$ 480.00
s)	Missing shower curtain	\$ 4.00
t)	Loss of two weeks rent	\$ 400.00
	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$8,464.82</b>

#### Unpaid rent for March 2019

The landlord testified that the tenant failed to pay all rent for March 2019. The landlord stated the tenant only paid \$600.00 and rent was short by \$100.00. The landlord seeks to recover unpaid rent in the amount of \$100.00. Filed in evidence is an e-transfer.

#### Cupboard door replacement

The landlord testified that the tenant caused damage to the kitchen cupboards. The landlord stated one was scratched with a knife or sharp object, two were kicked leaving large impression in the doors, two were missing the glass and the pantry door was completely missing. The landlord stated that the rental unit was fully renovated in 2006.

The landlord testified that they have provided an estimate for the repair as they currently do not have the funds to have them replaced. The landlord seeks to recover the estimated cost to replace the cabinet doors in the amount of \$1,758.71. Filed in evidence are photographs and an estimate for repair.

#### Countertop replacement

The landlord testified that the kitchen countertop was damages by the tenant. The landlord stated that they were what appeared to be hammer marks, which has made the area to lift and peel and there is an area that has caved it from what appear to have been something heavy on the countertop. The landlord seeks to recover the estimate cost of the replacement in the amount of \$209.00.

#### Sink Replacement

The landlord testified that the kitchen sink was damages by the tenant. The landlord stated that they was a crack in the sink, and large chips out of the enamel. The landlord seeks to recover the cost of the replacement in the amount of \$276.00. Filed in evidence are photographs of the sink and receipt.

Broken fridge door handle, and missing shelving

The landlord testified that the refrigerator was missing the door handle and all the interior shelving. The landlord stated they do not have to replace the refrigerator only obtain the door handle and shelving. The landlord seeks to recover the cost of \$473.00. Filed in evidence are photographs.

Carpet Replacement

The landlord testified that the tenant caused damage to the carpets as they were mouldy in the corners and the tenant's animals had scratched the carpet down to the wood leaving a big hole. The landlord stated that the carpets also were covered in pet urine. The landlord stated that the carpets were new in 2006. The landlord seeks to recover the cost of the carpet replacement in the amount of \$867.38.

Stolen Vacuum hose & attachments

The landlord testified that the tenant took the central vacuum hose and its attachments at the end of the tenancy. The landlord stated that they seek to recover the estimated cost of the hose and attachments in the amount of \$446.86.

Broke Glass block

The landlord testified that the tenant broke one of the glass blocks in the living room. The landlord seeks to recover the cost of the broken glass block in the amount of \$52.36.

Repair walls

The landlord testified that the tenant caused damage to the walls, as there were approximately three dozen holes, what appeared to have been from someone punching the walls. The landlord stated there was also excess pin type holes from what they believe were from the tenant putting something over the windows. The landlord stated that they had an estimate for the repair in the amount of \$400.00; however, they did the repair which took them approximately 10 hours.

Painting walls labour

The landlord testified that once they had repaired the damage caused to the walls by the tenant that they had to repaint the rental unit. The landlord stated that the rental unit was painted just prior to tenancy commencing in 2013. The landlord seeks to recover the labour for painting in the amount of \$800.00.

Floor sealer and cleaner

The landlord testified that the floors in the rental unit were left extremely dirty and the only way they could clean them was spraying them with oven cleaner. The landlord stated that because they used oven cleaner on the floors, they had to reseal the flooring. The landlord seeks to recover the cost of the oven cleaner (\$53.70) and sealer (\$178.48) in the total amount of \$228.33. Filed in evidence are photographs and receipts.

Main door and French door replacement

The landlord testified that the french door glass was broken and the brackets were pulled out. The landlord stated that they were able to get new pocket doors. The landlord seeks to recover the cost of \$276.00.

Replace Fire alarm, outlets, wall plated, and weather stripping.

The landlord testified that the tenant had removed the smoke detectors that were in the rental unit. The landlord stated that wall plates were either missing or broken in half. The landlord stated that the weather stripping was damaged by what appeared to be chewed or scratched. The landlord seeks to recover the cost of repairs in the amount of \$289.90. Filed in evidence are photographs and receipts.

Replace two doors and cost of paint for walls

The landlord testified that two doors had been broken as they were punched in and they had to pay the amount of \$56.00 for each door. The landlord seeks to recover the cost of the broken doors and the cost of the paint for the wall in the amount of \$174.63. Filed in evidence are photographs and the receipt.

Paint for doors, roller, and brush

The landlord testified that they had to buy paint, rollers and brushed to repaint the unit and the doors. The landlord seeks to recover the cost in the amount of \$608.63.

Missing blind

No testimony was submitted on this issue.

New Key

The landlord testified that the tenant failed to return the key to the rental unit at the end of the tenancy. The landlord stated that they had to pay to have a new key made. The landlord seeks to recover the cost of the key in the amount of \$10.00.

Cleaning 32hr at \$15.00

The landlord testified that they spent 32 hours cleaning the rental unit. The landlord stated that they had to clean the floors, which took a considerable amount of time. The landlord stated that they had to wash walls, widows, window track, clean cupboards, the entire bathroom and all the appliances were dirty. The landlord stated that they were charging the rate of \$15.00 per hour for cleaning. The landlord seeks to recover the amount of \$480.00.

Missing shower curtain

The landlord testified that the shower curtain was missing at the end of the tenancy. The landlord seeks to recover the cost to replace the shower curtain in the amount of \$4.00.

Loss of two weeks rent

The landlord testified that due to the condition of the rental unit that have been described at the hearing the new renter was unable to move in for two weeks and they loss rent in the amount of \$400.00. The landlord seeks to recover loss of rent in the amount of \$400.00.

### Analysis

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

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

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

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

### Unpaid rent for March 2019

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

#### **Rules about payment and non-payment of rent**

**26** (1) *A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

...

I accept the undisputed testimony of the landlord that the tenant did not pay all rent owed for March 2019. This is supported by the etransfer filed in evidence. I find the tenant breached section 26 of the Act, and the landlord suffered a loss. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$100.00**.

## *Damages*

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

### **Leaving the rental unit at the end of a tenancy**

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

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

### Cupboard door replacement

I accept the undisputed testimony of the landlord that the tenant caused damage to the kitchen cupboards. This is supported by the photographs, the tenant's hand written list and the admission of damages. I find the tenant breached the Act, when they failed to repair the cupboard.

The Residential Tenancy Policy Guideline 40 defines the useful life of building elements. If the tenant damaged an item, the age of the item may be considered when calculating the tenant's responsibility for the cost of replacement.

I have determined based on the guideline that the cupboard had a useful life span of 25 years. The cupboards were approximately 13 years old at the time. I find the landlord is entitled to the depreciated value of 48 percent.

The evidence of the landlord was the estimated cost of replacement was \$1,758.71. Therefore, I find the landlord is entitled to compensation for the cost of replacing the item in the amount of **\$844.18**.

### Countertop replacement

I accept the undisputed testimony of the landlord that the tenant caused damage to the kitchen countertop. This is supported by the photographs, and the tenant's admission of



damages. I find the tenant breached the Act, when they failed to repair the countertop at the end of the tenancy.

I have determined based on the guideline that the countertop had a useful life span of 25 years. The countertop was approximately 13 years old at the time. I find the landlord is entitled to the depreciated value of 48 percent.

The evidence of the landlord was the estimated cost of replacement was \$209.00. Therefore, I find the landlord is entitled to compensation for the cost of replacing the item in the amount of **\$100.32**.

#### Sink Replacement

I accept the undisputed testimony of the landlord that the tenant caused damage to the kitchen sink. This is support by the photographs. I find the tenant breached the Act, when they failed to repair the sink at the end of the tenancy.

I have determined based on the guideline that the sink had a useful life span of 20 years. The sink was approximately 13 years old at the time. I find the landlord is entitled to the depreciated value of 35 percent.

The evidence of the landlord was the estimated cost of replacement was \$276.00. Therefore, I find the landlord is entitled to compensation for the cost of replacing the item in the amount of **\$96.60**.

#### Broken fridge door handle, and missing shelving

I accept the undisputed testimony of the landlord that the tenant caused damage to the refrigerator, by removing the handle and interior shelving. This is support by the photographs. I find the tenant breached the Act, when they failed to replace the handle and shelving at the end of the tenancy.

As the landlord is not replacing the refrigerator, I find it not necessary to consider guideline 40, as these are missing components that they tenant should not have removed. I find the tenant breached the Act, when they failed to leave the refrigerator handle and shelving in the appliance. Therefore, I find the landlord is entitled to recover the cost in the amount of **\$473.00**.

### Carpet Replacement

I accept the undisputed testimony of the landlord that the tenant caused damage to the carpets, by allowing their pets to scratch the carpet and urinate on them. This is not normal wear and tear. I find the tenant breached the Act, when they as they failed to leave the carpets reasonably clean and undamaged.

I have determined based on the guideline that the carpet had a useful life span of 10 years. The carpet was approximately 13 years old at the time. I find the based on the guideline that the carpet was past it useful lifespan. Therefore, the amount is depreciated to zero.

However, as I have found the tenant breached the Act, I grant the landlord a nominal amount to recognize the breach of the Act by the tenant. Therefore, I grant the landlord the amount of **\$100.00**.

### Stolen Vacuum hose & attachments

I accept the undisputed evidence of the landlord that the tenant took the central vacuum hose and its attachments at the end of the tenancy. As these items were stolen, I find it would be inappropriate to apply any deprecated value. I find the tenant breached the Act, when they took items that were not their own. Therefore, I find the landlord is entitled to recover the cost in the amount of **\$446.86**.

### Broke Glass block

I accept the undisputed evidence of the landlord that the tenant broke one of the glass blocks in the living room. I find the tenant breached the Act, when they failed to leave the rental unit undamaged. Therefore, I find the landlord is entitled to recover the cost of the repair the glass block in the amount of **\$52.36**

### Repair walls

I accept the undisputed evidence of the landlord that the tenant or their guest caused damage to the walls, by punching and excessive holes. This is supported by the tenant acknowledging, in an email that damage was caused to the rental unit and photographs.

I find the tenant breached the Act, when they failed to leave the rental unit undamaged. In this case, the landlord did not use the service that was provided as an estimate and

the landlord made the required repairs. I find the landlord is entitled to reasonable compensation for the repair. I find an hourly rate of \$25.00 reasonable. Therefore, I find the landlord is entitled to recover the cost of the repair for the ten hours of labour in the amount of **\$250.00**.

#### Painting walls labour

I accept the undisputed evidence of the landlord that the tenant caused damage to the walls, by punching and that they had to repaint the rental unit.

I have determined based on the guideline that the paint had a useful life span of four years. The paint was approximately six years old at the time. I find the based on the guideline that the paint was past it useful lifespan. Therefore, the amount is depreciated to zero.

However, as I have found the tenant breached the Act, when they caused damage to the walls, and this neglect required the rental unit to be repainted, I grant the landlord a nominal amount to recognize the breach of the Act by the tenant. Therefore, I grant the landlord the amount of **\$50.00**.

#### Floor sealer and cleaner

I accept the undisputed evidence of the landlord that the tenant left the floors in the rental unit extremely dirty and the only way they could clean them was spraying them with oven cleaner. This is supported by the photographs. I find the tenant breached the Act, when they failed to leave the rental unit reasonable clean. Therefore, I find the landlord is entitled recover the cost of the oven cleaner (\$53.70) and sealer (\$178.48) in the total amount of **\$228.33**.

#### Main door and French door replacement

I accept the undisputed evidence of the landlord that the french door glass was broken and the brackets were pulled out. I find the tenant breached the Act, when they failed to leave the rental unit undamaged. Therefore, I find the landlord is entitled recover the cost of the repair in the total amount of **\$276.00**.

I decline to award any cost for the main door as insufficient evidence was provided by the landlord. Therefore, I dismiss this portion of the landlord's claim.

Replace Fire alarm, outlets, wall plated

I accept the undisputed evidence of the landlord that the tenant removed the smoke detectors that were in the rental unit, caused damage to the outlet wall plates and weather stripping. I find the tenant breached the Act, when they failed to leave the rental unit undamaged. Therefore, I find the landlord is entitled recover the cost of these repairs in the amount of **\$289.90**.

Replace two doors and cost of paint for walls

I accept the undisputed evidence of the landlord that two doors had been broken. I find the tenant breached the Act, when they failed to leave the rental unit undamaged. Therefore, I find the landlord is entitled recover the cost of doors in the amount of **\$112.00**.

As I have early found in my decision that the paint was past its useful lifespan, I decline to award the cost to the paint. Therefore, I dismiss this portion of the landlord's claim.

Paint for doors, roller, and brush

As I have early found in my decision that the paint was past its useful lifespan, I decline to award the cost for the paint or supplies. Therefore, I dismiss this portion of the landlord's claim.

Missing blind

No evidence was heard on this issue. Therefore, I dismiss this portion of the landlord's claim due to insufficient evidence.

New Key

I accept the undisputed evidence of the landlord that the tenant failed to return the key to the rental unit at the end of the tenancy. I find the tenant breached the Act when they failed to return all keys that gave access to the rental unit. Therefore, I find the landlord is entitled recover the cost of the key in the amount of **\$10.00**.

Cleaning 32hr at \$15.00

I accept the undisputed evidence of the landlord that the tenant failed to clean the rental unit at the end of the tenancy. I find the tenant breached the Act, when they failed to leave the rental unit reasonable clean. I find the hours claimed and the hourly rate reasonable. Therefore, I find the landlord is entitled to recover cost of cleaning in the amount of **\$480.00**.

Missing shower curtain

I accept the undisputed evidence of the landlord that the shower curtain was missing at the end of the tenancy. However, I find that the original shower curtain was at least 6 years old or older, and past its useful lifespan Therefore, I dismiss this portion of the landlord's claim.

Loss of two weeks rent

I accept the undisputed evidence of the landlord that the new renter was unable to move into the unit due to the condition the premise was left in by the tenant. As I have found the tenant had breached the Act, when they failed to leave the rental unit undamaged and reasonably clean. I find the landlord is entitled to recover loss of rent for two weeks, as the new renter was unable to move in. Therefore, I find the landlord is entitled to recover the amount of **\$400.00**.

I find that the landlord has established a total monetary claim of **\$4,409.55** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$350.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$4,059.55**.

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

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: August 09, 2019

---

Residential Tenancy Branch