



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage, pursuant to section 67;
- authorization to retain the tenant's security and pet damage deposits, pursuant to section 38; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The landlords and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlords testified that the tenant was served the notice of dispute resolution package by registered mail on June 13, 2019. The landlords testified that the tenant received their application for dispute resolution on June 15, 2019. The landlords provided the Canada Post Tracking Number and delivery confirmation to confirm this registered mailing. The tenant's agent confirmed the tenant received the landlords' application for dispute resolution but did not know on what date. I find that the tenant was served with this package on June 15, 2019, in accordance with sections 89 and 90 of the *Act*.

The landlords testified that they served the tenant with their amendment on July 30, 2019 via registered mail. The landlords entered into evidence the Canada Post Tracking Number to confirm this registered mailing. The tenant's agent testified that she did not know if the tenant received the landlords' amendment. I find that the tenant was deemed served with the landlords' amendment on August 4, 2019, five days after its mailing, in accordance with sections 88 and 90 of the *Act*.

### Issues to be Decided

1. Are the landlords entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
2. Are the landlords entitled to retain the tenant's security and pet damage deposits, pursuant to section 38 of the *Act*?
3. Are the landlords entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlords' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on November 1, 2018 and ended on May 31, 2019. Monthly rent in the amount of \$1,500.00 was payable on the first day of each month. A security deposit of \$750.00 and a pet damage deposit of \$750.00 were paid by the tenant to the landlords. A written tenancy agreement was signed by both parties and a copy was submitted for this application. The tenancy agreement states that the tenant is responsible for all utility payments including hydro, gas, internet and TV cable, during the term of the tenancy. The subject rental property was rented fully furnished.

The landlords testified that a move in condition inspection report was completed by both parties on March 2, 2019. The move in condition inspection report was entered into evidence and was signed by both parties.

The landlords testified that a move out condition inspection report was completed with the tenant on May 31, 2019; however, the tenant refused to sign it because she did not agree with the contents of the report. The tenant's agent agreed that the tenant attending at the subject rental property on May 31, 2019 to complete the move out condition inspection report.

The landlords testified that the tenant provided them with her forwarding address on the move out condition inspection report on May 31, 2019. The landlords filed their application for dispute resolution on June 13, 2019.

The landlords testified that the following damages arose during the course of this tenancy:

<b>Item</b>	<b>Amount</b>
Carpet replacement	\$1,921.36
Chair repair	\$81.90
Microwave replacement	\$35.00
Washing machine agitator repair	\$191.19
Dryer replacement	\$200.00
Electric coil stove replacement	\$200.00
Patio table replacement	\$300.00
Stove top espresso replacement	\$70.00
Patio cushion replacement	\$60.00
Carpet cleaning	\$262.50
Move out cleaning	\$100.00
Hydro utilities from May 10-31, 2019	\$61.46
Gas utilities from May 10-31, 2019	\$18.91
Dishwasher repair	\$28.30
Queen sheet set replacement	\$40.00
Pillow replacement	\$10.00
Bedroom lamp replacement	\$40.00
Towel replacement	\$10.00
Cutting board replacement	\$30.00
Night table replacement	\$25.00
Closet door replacement	\$25.00
Ceiling fan replacement	\$358.00
<b>Total</b>	<b>\$4,068.62</b>

The landlord's agent testified that she could not speak to the move in and move out condition of most of the subject rental property because she was not advised of same by the tenant.

#### Carpet Replacement

The landlords testified that the tenant burned a large section of the carpet in the living room. Photographs of same were entered into evidence. The landlords testified that the

tenant claimed against her insurance for the damage to the carpet and the landlord received a payment of \$2,250.00 from the tenant's insurer for the damaged carpet. The landlord testified that the carpet was 10-11 years old but in excellent condition and had a 25 year warranty that did not extend to burns. The landlords testified that they received a quote for the replacement of the carpet in the amount of \$4,171.34 and are seeking the difference between the carpet estimate and the insurance payout ( $\$4,171.34 - \$2,250.00 = \$1,921.36$ ).

The move in condition inspection report states that the tenant informed the landlords of the carpet burns on January 15, 2019. The move out condition inspection report states that the carpet is damaged with excessive burns.

The tenant's agent testified that she could not speak to the move in or move out condition of the carpet but confirmed that the landlords' received \$2,250.00 for the carpet damage from the tenant's insurer.

#### Chair Repair

The landlords testified that the tenant broke the bamboo seat of a wooden chair. A photograph of same was entered into evidence. The landlords entered into evidence a quote in the amount of \$78.00 for the repair of the chair. The landlords are claiming this amount plus \$3.90 for the cost of GST.

The move in condition inspection report does not mention the chair. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the bamboo captain chair seat.

The tenant's agent testified that she could not speak to the move in or move out condition of the chair.

#### Microwave Replacement

The landlords testified that the tenant removed the microwave ring and plate from the subject rental property necessitating the replacement of the microwave. The landlords testified that the microwave was 10- 11 years old. The landlords testified that they

replaced the microwave with a used microwave which cost \$35.00. An advertisement for same was entered into evidence.

The move in condition inspection report states that the microwave is in good condition. The move out condition inspection report states that the microwave is missing the base and the plate is broken. Section Z of the move out condition inspection report states that the tenant is responsible for the damage to the microwave.

The tenant's agent testified that she could not speak to the move in or move out condition of the microwave.

#### Washing Machine Agitator Repair

The landlords testified that the washing machine was in good working order when the tenant moved in and the agitator was broken when the tenant moved out. A repair invoice in the amount of \$191.19 was entered into evidence. The landlords testified that the tenant did not inform the landlords of any issues with the washing machine throughout the duration of the tenancy. The landlords testified that the washing machine is 10-11 years old.

The move in condition inspection report states that the washing machine is in good condition. The move out condition inspection report states that the agitator turns slowly. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the washer agitator.

The tenant's agent testified that the washing machine broke due to regular wear and tear.

#### Dryer Replacement

The landlords testified that the tenant burned the top of the dryer. Photographs of same were entered into evidence. The landlords testified that the dryer is 10-11 years old. The landlords testified that the dryer still functions as a dryer but is unsightly and makes the subject rental property look rundown. The landlords testified that they are seeking

\$200.00 for the replacement of the dryer with a used dryer. The landlords entered into evidence an advertisement for a used washer and dryer in the amount of \$400.00 for the set.

The move in condition inspection report states that the dryer is in good condition. The move out condition inspection report states that the top of the dryer is damaged. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the dryer.

The tenant's agent testified that she could not speak to the move in or move out condition of the dryer.

#### Electric coil stove replacement

The landlords testified that the tenant burned the electric coils on the stove which were in good working order at the beginning of the tenancy and rusted at the end of the tenancy. The landlords testified that the tenant also burned the top of the oven door. Photographs of same were entered into evidence. The landlords testified that the stove is 10-11 years old. The landlords testified that the oven still functions but is unsightly. The landlords testified that they are seeking \$200.00 from the tenant for the replacement of the stove with a used stove. An advertisement for a used stove in the amount of \$200.00 was entered into evidence.

The move in condition inspection report states that the stove is in good condition. The move out condition inspection report states that there are burn marks on the oven and the coils are burned. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the range door.

The tenant's agent testified that she could not speak to the move in or move out condition of the stove.

#### Patio Table Replacement

The landlords testified that the tenant left burn marks on two of the resin patio tables at the subject rental property. Photographs of same were entered into evidence. The landlord testified that the tables are five years old. The landlords are claiming \$300.00 for the replacement of the tables. The landlords entered into evidence an online advertisement of a patio table in the amount of \$149.00.

The move in condition inspection report does not mention the patio tables. The move out condition inspection report states that the tables have burn marks. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the patio tables.

The tenant's agent testified that she could not speak to the move in or move out condition of the patio tables.

#### *Stove Top Espresso Replacement*

The landlords testified that the tenant burned two stove top espresso makers beyond repair. Photographs of same were entered into evidence. The landlords testified that they are seeking \$70.00 for the replacement of the espresso makers with used espresso makers. An advertisement for a used espresso maker in the amount of \$35.00 was entered into evidence. The landlords testified that the espresso makers are 5-6 years old.

The move out condition inspection report states at section Z that the tenant is responsible for the damage to the espresso makers.

The tenant's agent testified that she could not speak to the move in or move out condition of the espresso makers.

#### *Patio Cushion Replacement*

The landlords testified that the tenant ruined two patio cushions. The landlords testified that the patio cushions were in good condition at the beginning of the tenancy and lumpy and unusable at the end of the tenancy. Photographs of same were entered into evidence. The landlords testified that the cushions looked like someone had put them in the washer and dryer. The landlords testified that the patio cushions were 4-5 years old. The landlords entered into evidence an advertisement for patio cushions in the amount of \$60.00 for a set of two. The landlords are seeking \$60.00 from the tenant.

The move out condition inspection report states at section Z that the tenant is responsible for the damage to the chair cushions.

The tenant's agent testified that she could not speak to the move in or move out condition of the patio cushions but that the tenant probably did put the cushions in the wash.

### Carpet Cleaning

The landlords testified that the tenancy agreement states that the tenant is responsible for cleaning the carpets at the end of the tenancy. The tenancy agreement stating same was entered into evidence. The landlords testified that the tenant did not have the carpets cleaned at the end of the tenancy and so the landlords had the carpets cleaned. The landlords entered into evidence an invoice for:

- Carpet cleaning: \$250.00 plus GST (5%)
- Mattress cleaning: \$40.00 plus GST (5%)

The landlords testified that they are seeking \$262.50 for carpet cleaning from the tenant ( $\$250.00 * 1.05 = \$262.50$ ).

The move in condition inspection report states that the carpets throughout the subject rental property are in good condition. The move out condition inspection report states that the carpets at the subject rental house are dirty.

The tenant's agent testified that the tenant did not have the carpets professionally cleaned at the end of the tenancy.

### Move Out Cleaning

The landlords testified that the tenant did not clean the subject rental property when she moved out. The move out condition inspection report states that the subject rental property is dirty. The landlords testified that they hired a cleaner in the amount of \$100.00 to clean the subject rental property after the tenant moved out. A receipt for same was entered into evidence.

The move in condition inspection report states that the subject rental property is clean and in good condition. The move out condition inspection report states that the subject rental property is dirty throughout.



The tenant's agent testified that the tenant hired a cleaner when she moved out. The tenant did not enter into evidence any cleaning receipts or any physical evidence whatsoever.

Hydro Utilities from May 10-31, 2019

The landlords testified that the tenant did not pay her last electricity bill. The electricity bill with a billing date of May 11, 2019 to June 11, 2019 was entered into evidence. The total for that bill was \$136.09. The landlords testified that they are seeking \$61.46 of that bill for the days the tenant resided in the subject rental property. The landlords' submissions state that the claimed amount is based on Kwh used by the tenant when in the subject rental property. The calculation was not entered into evidence.

The tenant's agent testified that she did not know if the tenant paid her last electricity bill.

Gas Utilities from May 10-31, 2019

The landlords testified that the tenant did not pay her last gas bill from May 10- May 31, 2019. The gas bill with a billing period of April 11, 2019 to May 10, 2019 was entered into evidence. A gas bill covering May 10-31, 2019 was not entered into evidence. The landlords testified that they are seeking \$18.91. The landlords' submissions state that the amount requested is based on the gigajoules of gas used between May 10-31, 2019.

The tenant's agent testified that she did not know if the tenant paid her last gas bill.

Dishwasher Repair

The landlords testified that the dishwasher was in good working order when the tenant moved in but one of the racks was missing some wheels when the tenant moved out. Photographs of same were entered into evidence. The landlords testified that they purchased new dishwasher wheels at a cost of \$28.30 to repair the dishwasher. A receipt for same was entered into evidence.

The move in condition inspection report states that the dishwasher is in fair condition and that a button is worn. The move out condition inspection report states that the dishwasher is dirty. The landlords testified that they did not see the missing wheels until after they conducted the move out condition inspection report.

The tenant's agent testified that she could not speak to the move in or move out condition of the dishwasher.

#### Queen Sheet Set Replacement

The landlords testified that the tenant was not supposed to use the sheet sets at the subject rental property but used a set of queen sheets and tore those sheets. A photograph of same was entered into evidence. The landlords testified that the sheets were one year old. The landlords entered into evidence an advertisement for a new queen sheet set in the amount of \$40.00.

The move in condition inspection report states that the furniture in bedroom #2 is in good condition. The move out condition inspection report states that the sheets are damaged. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the sheets.

The tenant's agent testified that she could not speak to the move in or move out condition of the queen sheet set.

#### Pillow Replacement

The landlords testified that they need to replace one of the pillows because it is stained with blood. The landlords testified that the tenant informed them that her son had a nose bleed. The landlords testified that the pillow was one year old and are seeking \$10.00 for its replacement. The landlords entered into evidence an advertisement for a pillow in the amount of \$18.00.

The move in condition inspection report states that the furniture in bedroom #2 is in good condition. The move out condition inspection report states that a pillow is damaged. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the pillow.

The tenant's agent testified that she could not speak to the move in or move out condition of the pillow.

#### Bedroom Lamp Replacement

The landlords testified that the tenant broke a lamp at the subject rental property. A photograph showing same was entered into evidence. The landlords are claiming \$40.00 for its replacement. The landlords entered into evidence an online advertisement for a used lamp in the amount of \$45.00. The landlords testified that the lamp was more than 10 years old but in excellent condition.

The move in condition inspection report states that the furniture in bedroom #1 is in good condition. The move out condition inspection report states that a lamp is broken. The move out condition inspection report states at section Z that the tenant is responsible for the damage to the lamp.

The tenant's agent testified that she could not speak to the move in or move out condition of the lamp.

#### Towel Replacement

The landlords testified that the tenant took one of their towels with her when she moved out. The landlords entered into evidence an online advertisement for a new towel in the amount of \$10.50. The landlords are claiming \$10.00 to replace the towel. The landlords testified that the missing towel was one year old.

The move in condition inspection report does not mention towels. The move out condition inspection report states that a towel is missing. The move out condition inspection report states at section Z that the tenant is responsible for damage to the towel.

The tenant's agent testified that she did not know if the tenant took a towel with her when she moved out but was not surprised to hear that one was taken.

#### Cutting Board Replacement

The landlords testified that the tenant burned their wooden cutting board and that it was warped beyond use by water. Photographs of same were entered into evidence. The landlords entered into evidence an advertisement for a new cutting board in the amount of \$115.99. The landlords testified that they are claiming \$30.00 for the replacement of the cutting board. The landlords testified that the cutting board was 5-6 years old.

The move in and out condition inspection reports do not mention the cutting board.

The tenant's agent testified that she could not speak to the move in or move out condition of the cutting board.

#### Night Table Replacement

The landlords testified that the tenant burned a nightside table with a cigarette. The landlords entered into evidence an advertisement for a used nightside table in the amount of \$25.00.

The move in and out condition inspection reports do not mention the night table. The landlords testified that they noticed the burn marks after the move out condition inspection report was completed.

The tenant's agent testified that she could not speak to the move in or move out condition of the night table.

#### Closet Door Replacement

The landlords testified that a closet door frame in the kitchen was in good condition at the beginning of the tenancy and was splintered when the tenant moved out. Photographs of same were entered into evidence. The landlords testified that the closet door in the kitchen occasionally came off the track when the tenant moved in.

The move in condition inspection report states that the kitchen closet is off the track. The move out condition inspection report states: “was already broken?”. The landlords entered into evidence an advertisement for a used closet door in the amount of \$25.00.

The tenant’s agent testified that the closet door was problematic for the duration of the tenancy.

### Ceiling Fan Replacement

The landlords testified that the ceiling fan, which is over 22 feet high, was in good working order when the tenant moved in. The landlords testified that the tenant had helium balloons which floated up to the fan and the ribbon attached to the balloons got caught in the motor and damaged it. The landlords testified that the fan now needs to be replaced. The landlords testified that the fan was 10 years old. The landlords entered into evidence an advertisement for a fan in the amount of \$293.00 and are also claiming an additional \$65.00 in labour.

The tenant’s agent testified that the tenant was not able to remove her helium balloons because the ceiling is so high.

### Analysis

Policy Guideline 16 states that 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.

Section 37 of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

### Carpet Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the carpet in the living room of the subject rental property, contrary to section 37 of the *Act*.

Policy Guideline #40 states that the useful life for carpet is 10 years (120 months). Therefore, at the time the tenant moved out, there was approximately 0 months of useful life that should have been left for the carpet of this unit. While the useful life of the carpet has expired, I find that the carpet still retained value; however, I find that the landlords have been compensated for whatever residual value of the carpet remained, by the insurance payment from the tenant's insurer. I therefore dismiss the landlords' claim for the difference between the cost of new carpet and the funds received from the tenant's insurer.

### Chair Repair

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the bamboo chair, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the repair of the chair in the amount of \$81.90.

### Microwave Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the microwave contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the microwave with a used microwave, in the amount of \$35.00.

### Washing Machine Agitator Repair

I find that the landlords have not proved, on a balance of probabilities, that the agitator in the washing machine was damaged by the conduct of the tenant rather than regular wear and tear. The landlords testified that the washing machine is 10-11 years old and

the landlords have not established that the agitator damage was caused by the tenant. I therefore dismiss the landlords' claim for the cost of the agitator repair.

### Dryer Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the top of the dryer, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the dryer with a used dryer, in the amount of \$200.00.

### Electric coil stove replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the stove, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the stove with a used stove, in the amount of \$200.00.

### Patio Table Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the patio tables, contrary to section 37 of the *Act*.

Policy Guideline #40 states that the useful life for furniture is ten years (120 months). Therefore, at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the tables. I find that since the tables required replacing after only 60 months, the tenant is required to pay according to the following calculations:

\$298.00 (cost of new tables / 120 months (useful life of tables) = \$2.48 (monthly cost)

\$2.48 (monthly cost) \* 60 months (expected useful life of tables after tenant moved out) = \$148.80.

### Stove Top Espresso Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged two espresso makers, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the used espresso makers, in the amount of \$70.00.

#### Patio Cushion Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the patio cushions, contrary to section 37 of the *Act*.

Policy Guideline #40 states that the useful life for furniture is ten years (120 months). Therefore, at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the patio cushions. I find that since the cushions required replacing after only 60 months, the tenant is required to pay according to the following calculations:

$\$60.00 \text{ (cost of new cushions)} / 120 \text{ months (useful life of cushions)} = \$0.50$   
(monthly cost)

$\$0.50 \text{ (monthly cost)} * 60 \text{ months (expected useful life of cushions after tenant moved out)} = \$30.00.$

#### Carpet Cleaning

Pursuant to the tenancy agreement, I find that the tenant was required to have the carpets at the subject rental property professionally cleaned at the end of the tenancy. Based on the evidence of both parties, I find that the tenant did not have the carpets professionally cleaned at the end of the tenancy and is responsible for the carpet cleaning costs incurred by the landlords in the amount of \$262.50.

#### Move Out Cleaning

I find that had the tenant hired a cleaner she would have been able to substantiate that claim with documentary evidence such as a receipt, which she failed to do. Based on the landlords' testimony and documentary evidence, I find that the tenant left the subject rental property dirty, contrary to section 37 of the *Act*. I therefore find that the tenant is



required to compensate the landlords for the cost of cleaning the subject rental property, in the amount of \$100.00.

Hydro Utilities from May 10-31, 2019

The tenancy agreement states that the tenant is responsible for all utility bills. Based on the landlords' testimony I find that the tenant did not pay her last electricity bill and therefore owes the landlords for that use as per the below calculation:

\$136.09 (electricity bill from May 11- June 11, 2019)/ 32 (days included on bill) =  
\$4.25 (daily cost of electricity) \* 21 (days tenant resided in unit during billing  
cycle) = **\$89.30**

Gas Utilities from May 10-31, 2019

The tenancy agreement states that the tenant is responsible for all utility bills. Based on the landlords' testimony I find that the tenant did not pay her last gas bill and therefore owes the landlords for that use. However, the landlords did not enter into evidence the tenant's last gas bill.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss, or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

I find that the landlords have failed to prove the quantification of their loss but have proven that a loss occurred. I therefore find that the landlords are entitled to nominal damages in the amount of \$15.00.

Dishwasher Repair

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the dishwasher, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the repair of the dishwasher in the amount of \$28.30.

Queen Sheet Set Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged a set of queen sheets, contrary to section 37 of the *Act*.

Policy Guideline #40 states that if a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Neither party entered evidence as to the useful life of sheets and sheets are not listed in Policy Guideline #40. I will use the useful life of furniture for the useful life of sheets, which is 10 years. Therefore, at the time the tenant moved out, there was approximately 108 months of useful life that should have been left for the sheets. I find that since the sheets required replacing after only 12 months, the tenant is required to pay according to the following calculations:

$\$48.88 \text{ (cost of new sheets)} / 120 \text{ months (useful life of sheets)} = \$0.41 \text{ (monthly cost)}$

$\$0.41 \text{ (monthly cost)} * 108 \text{ months (expected useful life of sheets after tenant moved out)} = \$44.28.$

Pillow Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged a set of queen sheets, contrary to section 37 of the *Act*.

Policy Guideline #40 states that if a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Neither party entered evidence as to the useful life of pillows and pillows are not listed in Policy Guideline #40. I will use the useful life of furniture for the useful life of pillows, which is 10 years. Therefore, at the time the tenant moved out, there was approximately 108 months of useful life that should have been left for the pillow. I find that since the pillow required replacing after only 12 months, the tenant is required to pay according to the following calculations:

$\$18.00 \text{ (cost of new pillow)} / 120 \text{ months (useful life of pillow)} = \$0.15 \text{ (monthly cost)}$

$\$0.15 \text{ (monthly cost)} * 108 \text{ months (expected useful life of pillow after tenant moved out)} = \$16.20$

### Bedroom Lamp Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the lamp, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the used lamp, in the amount of \$40.00.

### Towel Replacement

Policy Guideline #40 states that if a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Neither party entered evidence as to the useful life of towels and towels are not listed in Policy Guideline #40. I will use the useful life of furniture for the useful life of towels, which is 10 years. Therefore, at the time the tenant moved out, there was approximately 108 months of useful life that should have been left for the towel. I find that since the towel required replacing after only 12 months, the tenant is required to pay according to the following calculations:

$\$10.50 \text{ (cost of new towel)} / 120 \text{ months (useful life of towel)} = \$0.09 \text{ (monthly cost)}$

$\$0.09 \text{ (monthly cost)} * 108 \text{ months (expected useful life of towel after tenant moved out)} = \$9.72$

### Cutting Board Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the cutting board, contrary to section 37 of the *Act*.

I decline to make a useful life calculation on the cutting board as I find that the advertised cost of a new cutting board in the amount of \$115.99 is excessive and a cheaper replacement can be made. I note that the landlords are only claiming \$30.00 of the cutting board, not the advertised amount of \$115.99.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss, or no significant loss has been proven, but it has been proven that there has been an infringement of a legal right.

I find that the landlords have failed to prove the quantification of their loss but have proven that a loss occurred. I therefore find that the landlords are entitled to nominal damages in the amount of \$30.00.

#### Night Table Replacement

Based on the landlords' testimony and documentary evidence, I find that the tenant damaged the night table, contrary to section 37 of the *Act*. I therefore find that the tenant is required to compensate the landlords for the replacement cost of the used night table, in the amount of \$25.00.

#### Closet Door Replacement

Based on the evidence submitted by both parties, I find that the landlords have not proven, on a balance of probabilities that the closet door was damaged by the tenant as the condition inspection reports are not clear on this point and the tenant's advocate testified that the door was damaged when the tenant moved in. I therefore dismiss the landlords claims for the cost of replacing the closet door with a used closet door.

#### Ceiling Fan Replacement

Policy Guideline #40 states that if a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Neither party entered evidence as to the useful life of ceiling fans and ceiling fans are not listed in Policy Guideline #40. I will use the useful life of a dryer for the useful life of a ceiling fan as they are both a type of appliance. The useful life of a dryer is 15 years (180 months). Therefore, at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the fan. I find that since the fan required replacing after only 120 months, the tenant is required to pay according to the following calculations:

$$\frac{\$358.00 \text{ (cost of new fan plus labour)}}{180 \text{ months (useful life of fan)}} = \$1.99$$
  
(monthly cost)

$\$1.99 \text{ (monthly cost)} * 60 \text{ months (expected useful life of fan after tenant moved out)} = \$119.40.$

### Security Deposit

Section 38 of the *Act* states that within 15 days after the later of:

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing, the landlord must do one of the following:
  - (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
  - (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find that the landlord made an application for dispute resolution claiming against the security and pet damage deposits pursuant to section 38 of the *Act*

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlords are entitled to retain the tenant's security deposit and pet damage deposit, in the amount of \$1,500.00 in part satisfaction of their monetary claim against the tenant.

As the landlords were successful in their application I find that the landlords are entitled to recover the \$100.00 filing fee from the tenant, in accordance with section 72 of the *Act*.

### Conclusion

I issue a Monetary Order to the landlords under the following terms:

Item	Amount
Chair repair	\$81.90
Microwave replacement	\$35.00
Dryer replacement	\$200.00
Electric coil stove replacement	\$200.00

Patio table replacement	\$148.80
Stove top espresso replacement	\$70.00
Patio cushion replacement	\$30.00
Carpet cleaning	\$262.50
Move out cleaning	\$100.00
Hydro utilities from May 10-31, 2019	\$89.30
Gas utilities from May 10-31, 2019- nominal damages	\$15.00
Dishwasher repair	\$28.30
Queen sheet set replacement	\$44.28
Pillow replacement	\$16.20
Bedroom lamp replacement	\$40.00
Towel replacement	\$9.72
Cutting board replacement- nominal damages	\$30.00
Night table replacement	\$25.00
Ceiling fan replacement	\$119.40
Filing Fee	\$100.00
Less security and pet damage deposits	-\$1,500.00
<b>Total</b>	<b>\$145.40</b>

The landlords are provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 *Residential Tenancy Act*.

Dated: September 26, 2019

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Residential Tenancy Branch