



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND-S, MNDC-S, MNR-S, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlords attended the hearing via conference call and provided testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that the tenants were each served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 26, 2019. The landlords further advised that the packages were returned as "unclaimed" after notice(s) were left and the tenants failed to pick up these packages. The landlords also confirmed the tenants' mailing address via messaging with the tenants. I find that the tenants were properly served as per sections 88 and 89 of the Act. Although the tenants did not attend the hearing after failing to claim the notice of hearing package(s), I find that the tenants are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage, for money owed or compensation for damage or loss, for unpaid rent and recovery of the filing fee?
Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on April 15, 2018 on a fixed term tenancy ending on April 15, 2019 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement. The monthly rent was \$1,200.00 payable on the 1st day of each month. A security deposit of \$600.00 and a pet damage deposit of \$600.00 were paid.

The landlords seek a monetary claim of \$7,249.99 which consists of:

\$2,202.47	Replace Fridge, dented
\$1,654.98	Replace Stove, damaged door
\$350.00	Replace Master Door, writing
\$150.00	Repair/Repaint, Hole in bathroom wall
\$150.00	Repair/Repaint, Hole in stairwell wall
\$80.00	Damage to Countertop
\$20.00	2 broken curtain rods
\$75.00	Broken patio door screen
\$50.00	pressure wash deck
\$80.00	re-stain deck
\$480.00	General Cleaning
\$20.00	Garbage Removal
\$10.00	reattach bathroom vanity door
\$20.00	replace 17 lightbulbs
\$2.00	missing knob
\$200.00	Damaged door labour
\$254.24	replace damaged door lockset
\$100.00	piano damage
\$265.11	damaged piano cover
\$940.00	unpaid hydro utility
\$300.00	pro-rated loss of rent, 1 week
\$15.00	replace two house keys and one mailbox key
\$30.22	replace wireless thermostat control

The landlords claims that the tenants vacated the rental unit leaving "Significant damage to rental property and failure to clean the property: Holes punched in drywall Dented fridge (knuckle marks punched into fridge door/ dent in side of fridge) Writing on

wooden door (not removable), dented side entry door Dog feces left on deck
Significantly dirty kitchen cupboards, floors, windows, appliances Garbage left on
property Broken window screens and curtain rods Metal bezel on stove door bent
Damage to bar stools, grand piano pedal mechanism Many other damages”.

In support of these claims the landlord has provided photographs and estimates for costs new appliances of the damaged items and where possible the landlord has provided direct testimony of his own estimate of costs for his time and expenses to make repairs.

The landlords also confirmed in their testimony that the costs for the fridge is based upon a fully functioning 6 year old refrigerator with a dent, a 10 year old functioning stove which requires “a deep clean”, an estimate for replacement of a door, numerous photographs of holes, dents, chipped tile, a broken curtain rod, dirty deck, a claim for 16 hours of cleaning and garbage removal.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In this case, I find that the landlords have established that the tenants vacated the rental unit leaving it dirty and damaged based upon the undisputed evidence of the landlords. However, the landlord’s monetary claims are unsupported and actual costs and expense details were not provided by the landlords, save online printouts of the costs for two new similar appliances. The landlords have failed to establish a claim for the \$7,249.99 filed. In reviewing the landlord’s monetary claim and evidence I find that the landlords have established a claim for compensation and are entitled to an arbitrary monetary award of \$2,400.00.

The landlords are also entitled to recovery of the \$100.00 filing fee.

I authorize the landlords to retain the \$600.00 security deposit and the \$600.00 pet damage deposits in partial satisfaction of this claim.

Conclusion

The landlords are granted a monetary order for \$1,300.00.

This order must be served upon the tenants. Should the tenants fail to comply with the order, the 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: November 7, 2019

Residential Tenancy Branch