



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on July 08, 2019 (the “Application”). The Landlord sought compensation for damage to the rental unit, to keep the security and pet damage deposits and reimbursement for the filing fee.

This matter came before me for a hearing October 22, 2019 and an Interim Decision was issued October 25, 2019. This decision should be read with the Interim Decision.

The Landlord appeared at the hearing with the Witness who was outside the room until required. The Tenants appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties and Witness provided affirmed testimony.

Service was addressed in the Interim Decision. In the Interim Decision, the Tenants were told to attempt to re-serve their evidence on the Landlord. The Landlord confirmed at the adjourned hearing that she received the Tenants’ evidence.

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

Issues to be Decided

1. Is the Landlord entitled to compensation for damage to the rental unit?
2. Is the Landlord entitled to keep the security and pet damage deposits?
3. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord sought the following compensation in the Application:

Item	Description	Amount
1	Window screen	\$120.00
2	Heater x 2	\$160.00
3	Bifold door, screen door and interior door	\$360.00
4	Fridge fix	\$775.00
5	Repair scratches on floor, labour for installing heater, bifold door, screen door, interior door, drywall repair, casing and baseboard repairs	\$740.00
6	Filing fee	\$100.00
	TOTAL	\$2,255.00

The amounts outlined in the Application do not equal the total amount sought which is \$3,700.00. The Landlord did not submit a Monetary Order Worksheet. The Landlord did submit an invoice showing the total cost of repairs as \$3,675.00. The Tenants took issue with me considering the higher amount not outlined in the Application.

Section 59 of the *Residential Tenancy Act* (the "Act") requires an application for dispute resolution to include full particulars of the dispute. For applications for monetary compensation, this means the applicant is to set out what they are seeking and the basis for the total amount. It is the responsibility of the applicant to make their application clear. It is not the responsibility of the respondent to try to determine from the application and evidence what the applicant is seeking.

Here, the Landlord is seeking monetary compensation for numerous issues. The Landlord should have provided a Monetary Order Worksheet or equivalent outline showing the basis for the \$3,700.00 sought in the Application. If the Landlord did not have the exact amounts sought when the Application was filed, the Landlord should have submitted an amendment making the amounts sought clear when she did obtain them. The only outline of amounts in the Application is as set out in the table above. I will only consider the amounts outlined in the table above as I

find it would be unfair to consider further amounts when the Landlord failed to make the amounts sought clear.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. It is between K.M. and the Tenants in relation to the rental unit. The tenancy started February 01, 2018 and was for a fixed term ending February 01, 2019. The tenancy then became a month-to-month tenancy. Rent was \$1,800.00 per month due on the first day of each month. The Tenants paid a \$900.00 security deposit and \$300.00 pet damage deposit.

The tenancy agreement includes a term referred to by the Landlord which states:

8. At the end of residency, tenant will return rental suite and facilities to the landlord in the same condition as received at start of residency. Any exceptions must be agreed upon by landlord. E.g. Painting walls, mounting shelves, drilling screws into walls, etc.

The Landlord testified that K.M. is her ex-husband. The Landlord testified that the rental unit belonged to both, but they separated and the rental unit was put in her name. The Landlord confirmed she was an owner of the rental unit at the time of the tenancy. The Tenants did not dispute this or raise an issue with K.L. being named as the landlord on the Application.

The parties agreed the tenancy ended June 30, 2019. The Landlord confirmed she still holds the security and pet damage deposits.

The parties agreed the Tenants provided their forwarding address on the move-out Condition Inspection Report (CIR) on June 30, 2019.

The Landlord testified that the Tenants agreed to the Landlord keeping the deposits by signing the relevant section on the CIR. The Landlord acknowledged the Tenants did not agree to the Landlord keeping a specific amount. The Tenants denied that they agreed the Landlord could keep some or all of the security or pet damage deposits.

The CIR is in evidence. Section 2 under "End of Tenancy" states:

I [J.V.] agree to the following deductions from my security and/or pet damage deposit:

Security Deposit: has not decided yet

Pet Damage Deposit: Will be in contact with tenant after hire contractor for estimate

The parties agreed on the following. They did a move-in inspection. The unit was empty at the time. The CIR was completed and signed by both.

The Landlord testified that it is her understanding the move-in CIR was emailed to the Tenants. She did not know the date this occurred. Tenant J.V. denied getting a copy of the CIR on move-in.

The parties agreed on the following. They did a move-out inspection. The CIR was completed and signed by both.

The Landlord testified that the unit was not empty for the move-out inspection. The Tenants testified that it was empty.

The Landlord testified that the move-out CIR was sent to Tenant J.V. by registered mail on July 05, 2019 to her forwarding address. Tenant J.V. testified that she received this but that the envelope is stamped July 16, 2019.

At the adjourned hearing, the Landlord provided Tracking Number 1 for the package sent to J.V. The Canada Post website shows the package was delivered and signed for July 12, 2019. Tenant J.V. testified that she received a few different packages and she is not sure which package the CIR was in.

The Witness testified at the adjourned hearing. He testified that he sent a copy of the move-out CIR to the Tenants July 05, 2019.

Window screen

The Landlord sought \$50.00 for a bedroom window screen that was missing at the end of the tenancy. The missing window screen was not noted on the CIR. The Landlord relied on a photo submitted as well as the contractor invoice.

The Witness testified that he was at the move-out inspection and noted one of the screens missing.

Tenant J.V. testified that the bedroom window screen was missing from the start of the tenancy.

In response to a question by J.V., the Witness testified that he did not see the rental unit prior to the Tenants moving in.

Heater x 2

The Landlord sought \$350.00 to replace two baseboard heaters. The Landlord testified as follows. The Tenants repainted the living room without permission. Dust from sanding the walls landed on the heaters. The dust then burned when the heaters were turned on. This caused black marks on the walls.

The Landlord relied on photos, emails, a handyman report and the invoice submitted. The Landlord testified that this issue was not noted on the CIR.

The Witness testified that he observed burn marks on the wall above the living room baseboard heater during the move-out inspection. He also testified that he observed a lot of dust on the heater and thought it was from sanding.

Tenant J.V. relied on emails sent to K.M. during the tenancy about the heaters damaging the walls. Tenant J.V. testified that the heaters were “shorting out” and K.M. had an electrician come in and replace them. Tenant J.V. testified that the living room and kitchen heaters were not replaced. Tenant J.V. denied that the issue was caused by dust from sanding.

Tenant L.V. testified that the Tenants did not sand the walls when they repainted.

Bifold door, screen door and interior door

Bifold doors

The Landlord testified about damage to two bifold doors, one in the laundry room and one in the master bedroom. The Landlord testified that the doors were at least four years old. The Landlord sought \$250.00 in total for the bifold doors.

The Landlord testified that the laundry room bifold door was damaged beyond reasonable wear and tear. She said this was not noted on the CIR because the door was put aside at the move-out inspection. The Landlord testified that the door could not be repaired. She said the new door had to be painted and required a hardware kit to install it. The Landlord relied on the handyman report, contractor invoice and photos.

The Landlord testified that a hinge was missing from the master bedroom door. The Landlord said this is noted on the CIR. The Landlord relied on photos for this issue.

Tenant J.V. referred to an email sent to K.M. about the bifold doors falling off the tracks.

Screen door

The Landlord sought \$100.00 to replace the patio screen door. She testified that the screen door was fine on move-in. She pointed out that J.V. signed the CIR noting the screen door was broken by the Tenants. The Landlord relied on photos.

The Witness testified that the patio screen was not attached to the frame at the move-out inspection. He said the screen was ripped and had a hole in it.

Tenant J.V. denied that the screen door was broken and referred to a photo she submitted. Tenant J.V. said she signed the move-out CIR because the inspection took five hours and it was a long day.

Interior door

The Landlord sought \$350.00 for an interior door that the Tenants cut a cat door into. The Landlord testified that the Tenants did not have permission to cut the door. She said the door had to be replaced. The Landlord relied on the CIR, photos and handyman report for this issue. Tenant J.V. testified that K.M. gave the Tenants permission to cut the door. She could not point to further evidence to support this. Tenant J.V. testified that the Tenants left a door for the Landlord to use so the Landlord did not need to buy a new one.

In reply, the Landlord denied that the Tenants left a door that she could use to replace the interior door.

Fridge fix

There are three issues with the fridge noted in the contractor invoice including the handle, gasket and meat pan.

The Landlord testified that the Tenants broke the handle off the fridge. The Landlord testified that the handle was missing at the time of the move-out inspection. The Landlord relied on the CIR and photos.

The Landlord testified that the meat pan was broken at the end of the tenancy. The Landlord testified that this issue is not noted on the CIR because she did not notice this at the move-out inspection.

In relation to the gasket, the Landlord referred to a photo by the photo number stating this shows the gasket was broken. I have looked for this photo number in the Landlord's evidence and cannot find a photo with this number.

The Witness testified that the fridge door handle was missing at the move-out inspection. He also testified that the gasket was broken.

Tenant J.V. testified that she sent an email to K.M. about the fridge handle breaking off stating that it can be replaced. Tenant J.V. testified that it just needed a screw. She said the handle was on top of the fridge at move-out. Tenant J.V. submitted that the CIR does not state that the handle was missing.

In relation to the meat pan, Tenant J.V. testified that it was not broken at move-out and referred to the CIR.

Repair scratches on floor, labour for installing heater, bifold door, screen door, interior door, drywall repair, casing and baseboard repairs

Scratches on floor

The Landlord sought \$300.00 to repair scratches on the floor. The Landlord relied on photos showing three places where there were scratches at the end of the tenancy. The Landlord acknowledged that there were some scratches noted on the CIR at move-in but stated that she is claiming for new scratches. The Landlord referred to the CIR where J.V. acknowledged the scratches. The Landlord testified that she had someone try to repair the scratches, but this was unsuccessful.

The Witness testified that he saw a lot of scratches on the dining room hardwood floor during the move-out inspection. He said the Tenants admitted to scratching the floor.

Tenant J.V. testified that the scratches were there at the start of the tenancy and referred to photos she sent to K.M. Tenant J.V. said she cannot read the CIR in relation to this issue and noted that the relevant section does not have initials and does have a scribble. Tenant J.V. questioned the photos submitted by the Landlord stating that one cannot tell when they were taken.

Drywall repair, casing and baseboard repairs

The Landlord testified that there were holes in the walls at the end of the tenancy and referred to the CIR. She testified that the Tenants damaged the walls and did not repair them. The Landlord also testified that one of the hallway floor boards was damaged. The Landlord further testified that the heater in the bedroom was scratched. The Landlord relied on photos.

The Witness testified that the baseboard in the hallway was damaged at move-out. He also testified that there were holes in the walls of the bedroom.

Tenant J.V. referred to a statement submitted from her parents who helped patch holes. She submitted that the Tenants were not required to fill holes because the holes were normal wear and tear. She testified that K.M. said he would come fix the baseboard.

In the written statement of J.V. submitted, J.V. states that no baseboards in the rental unit were damaged.

In reply, the Landlord referred to term 8 in the tenancy agreement.

Painting

The Landlord sought compensation for repainting walls. She testified that the major damage was caused by the dust on the heaters. The Landlord testified that the unit had fresh paint on move-in. The Landlord referred to photos showing further damage and marks on the walls. The Landlord testified that these issues are not noted on the CIR, other than the heater issue.

Tenant J.V. testified that the Tenants painted the rental unit on move-in. Tenant L.V. denied that the unit was freshly painted prior to them painting.

Analysis

Section 7 of the Act states:

- (1) If a...tenant does not comply with this Act...or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance...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 and pet damage deposits if they do not comply with the *Act* and *Residential Tenancy Regulation* (the "*Regulations*"). Further, section 38 of the *Act* sets out specific requirements for dealing with a security and pet damage deposit at the end of a tenancy.

Based on the testimony of both parties, I accept that the Tenants participated in the move-in and move-out inspections and therefore I find the Tenants did not extinguish their rights in relation to the security or pet damage deposits under sections 24 or 36 of the *Act*.

In relation to the Landlord extinguishing her right to the security or pet damage deposits, the only issue is whether the Landlord provided the Tenants a copy of the move-in and move-out inspections as required.

The parties disagreed about whether the move-in CIR was sent to the Tenants. I have some concerns about the testimony of J.V. on this point. J.V. provided testimony at the hearing that is contradicted by documentary evidence. Further, J.V. testified that the move-out CIR was not received until July 16, 2019. However, the Landlord provided Tracking Number 1 and called the Witness at the adjourned hearing, both of which support that J.V. signed for the package containing the CIR on July 12, 2019. In the circumstances, I am not satisfied the Tenants did not receive a copy of the CIR on move-in as I do not find J.V.'s testimony particularly reliable or credible on this point.

I accept that the move-out CIR was sent to the Tenants July 05, 2019 by registered mail based on the testimony of the Landlord, Tracking Number 1 and the testimony of the Witness.

In the circumstances, I am not satisfied the Landlord extinguished her right to claim against the security or pet damage deposits under sections 24 or 36 of the *Act*.

Based on the testimony of both parties, I accept that the tenancy ended June 30, 2019.

Based on the testimony of both parties, I accept that the Tenants provided the Landlord their forwarding address on the move-out CIR on June 30, 2019.

Pursuant to section 38(1) of the *Act*, the Landlord was required to repay the security and pet damage deposits or claim against them within 15 days of June 30, 2019, the date the tenancy ended and the date the Landlord received the Tenants' forwarding address. The Application was filed July 08, 2019, within the 15-day time limit. The Landlord complied with section 38(1) of the *Act*.

I note that I do not accept that the Tenants agreed to the Landlord keeping some or all of the security or pet damage deposits at the end of the tenancy as the Tenants did not enter an amount in the relevant section.

Section 37 of the *Act* addresses tenants' obligations upon vacating a rental unit and states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit...undamaged except for reasonable wear and tear...

I note that section 37 of the *Act* applies and not term 8 of the tenancy agreement. Tenants are not required to return a rental unit in the same condition as they received it. Tenants are permitted to leave reasonable wear and tear unrepaired at the end of the tenancy as stated in section 37 of the *Act*. Landlords are to expect that there will be reasonable wear and tear from people living in the rental unit. I find term 8 is an attempt to contract outside of the *Act* and therefore it is not enforceable pursuant to section 5 of the *Act*.

Section 21 of the *Regulations* states:

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. (emphasis added)

I note the following in relation to the evidence submitted.

The Tenants submitted a statement of B.V. and H.V. I place no weight on this statement as it is a typed word document with no signature of either B.V. or H.V. I do not find an unsigned witness statement to be reliable or credible evidence.

The Tenants submitted emails from S.B. and L.K. I place no weight on these emails as they are not signed statements and neither S.B. nor L.K. were called as witnesses to confirm the emails or provide testimony. Witness statements should be signed by the author. I do not find emails sufficient on matters that are in dispute.

In relation to the CIR, I find this to be reliable and credible evidence of the condition of the rental unit and position of the parties in relation to the items noted on the CIR. I do not accept that it is sufficient to rebut the CIR by stating that parties did not notice certain things, did not fully look at certain things, that it was a long inspection, that it was a long day or similar excuses. The whole purpose of a move-out inspection is for the parties to get together, assess the condition of the rental unit and record their respective positions about issues. I am satisfied based on the CIR, which is completed and signed, that the parties did this and will rely on the CIR unless there is strong evidence contradicting the CIR.

Window screen

I accept that a window screen was missing at the end of the tenancy as J.V. did not dispute that one was missing. J.V.'s position was that one was missing from the start of the tenancy. This is not noted on the CIR. Tenant J.V. did not point to further compelling evidence to support her position. I am not satisfied a window screen was missing at the start of the tenancy given the CIR and lack of compelling evidence to rebut it.

I am satisfied the Tenants are responsible for the missing window screen given I am satisfied it was not missing at the start of the tenancy. A missing window screen is not damage one would expect from the normal use of the rental unit. It is not reasonable wear and tear. I am satisfied the Tenants breached section 37 of the *Act*.

I am satisfied the window screen had to be replaced given it was missing. I accept that replacing the window screen cost \$50.00 based on the contractor invoice submitted. I find this amount reasonable and award the Landlord this amount.

Heater x 2

I am not satisfied the Tenants sanded the walls and allowed dust to fall onto or into the baseboard heaters thus causing the damage alleged. The Tenants denied doing so. This issue is not noted on the CIR. The contractor email is not sufficient to rebut the CIR as it is dated October 02, 2019, well after the end of the tenancy, and therefore is not reliable evidence of the state of the rental unit on June 30, 2019. The handyman report does not provide details about

the cause of the damage to the heaters. I accept that the photos show dust on the top of the heater but am not satisfied based on the evidence that this dust damaged the heaters. I am not satisfied based on the observations of the Witness that the dust damaged the heaters such that they needed to be replaced.

I am not satisfied the Tenants breached section 37 of the *Act* in this regard and decline to award the Landlord the compensation sought.

Bifold door, screen door and interior door

Bifold doors

In relation to the laundry room door, I am not satisfied the Tenants damaged this as it is not noted on the CIR. The handyman report is not sufficient to rebut the CIR as it was created July 03, 2019, three days after the end of the tenancy. I am not satisfied the door was damaged on June 30, 2019, the date the tenancy ended. I decline to rely on the contractor invoice over the CIR for the same reason. The photos do not rebut the CIR as they are not dated and therefore do not prove that the door was damaged June 30, 2019, the date the tenancy ended.

I accept that there was a part missing from the door in the master bedroom as the CIR states this. I accept that this was not an issue at move-in based on the CIR. I do not find the Tenants' email about this relevant. The email refers to the closet doors falling off tracks and is dated December 15, 2018. This does not show that the Tenants were not the cause of the issue, it simply shows there was an issue.

The Landlord testified that a hinge was missing from the door; however, the Landlord referred to a photo of the issue which seems to suggest it was a part at the top where the track is. I am not satisfied this issue amounts to damage that is beyond reasonable wear and tear. I accept that the door was at least four years old. I am not satisfied the damage is beyond what one would expect with use over time of this type of door. I am not satisfied the Tenants breached section 37 of the *Act*.

Screen door

I accept that the screen door was fine on move-in and broken on move-out based on the CIR. Tenant J.V.'s testimony stating otherwise is not sufficient to rebut the CIR. Nor is the photo relied on by Tenant J.V. as it is not dated and therefore is not reliable evidence of the state of the rental unit at the end of the tenancy. I am satisfied the Tenants damaged the screen door.

I am satisfied the damage consists of the screen coming away from the frame given the photos and testimony of the Witness. I am satisfied this is beyond reasonable wear and tear and am satisfied the Tenants breached section 37 of the *Act*.

I am satisfied based on the contractor email that the screen door could not be fixed and that a new screen door was required. I accept based on the contractor invoice that replacing the screen door cost \$100.00 and find this amount reasonable. I award the Landlord this amount.

Interior door

I am satisfied the Tenants cut a cat door into the interior door as J.V. did not dispute this. J.V. took the position that K.M. approved this but could not point to further evidence to support this position. I am not satisfied K.M. approved cutting a hole in the interior door in the absence of further evidence supporting J.V.'s testimony as I find this is something tenants would get in writing given the nature of the damage. I am satisfied the Tenants breached section 37 of the *Act* as cutting a hole in a door is not reasonable wear and tear.

I am satisfied the door had to be replaced given it had a hole in it. I am not satisfied the Tenants left the Landlord an equivalent door that the Landlord could use to replace the damaged door. I do not find the Tenants' evidence on this point compelling. Further, I would expect the Tenants to have installed the door if it was in fact available and the equivalent door as tenants are expected to repair damage at the end of a tenancy. I am satisfied the Landlord had to purchase a new door.

Based on the contractor invoice, I accept that replacing the door cost \$350.00. I find this amount reasonable. However, in the Application, the Landlord requested \$360.00 in total for the bifold door, screen door and interior door. As stated above, I will only consider the amounts requested in the Application. I have already awarded the Landlord \$100.00 for the screen door. I will award the Landlord the remaining \$260.00 sought for the interior door.

Fridge fix

I am satisfied the Tenants broke the handle off the fridge as this is noted in the CIR. The Tenants email to K.M. does not show that the Tenants did not damage the handle, it simply supports that it broke. I find this to be beyond reasonable wear and tear as it is not the usual

damage one would expect from the normal use of a fridge. I am satisfied the Tenants breached section 37 of the *Act*.

I accept that the handle was not in the rental unit at move-out. I would expect the Tenants to have fixed the handle prior to the end of the tenancy if it was there and simply needed a screw as claimed. The Tenants did not point to compelling evidence to support J.V.'s testimony that the handle was in the rental unit at move-out. Further, the Witness testified that the handle was missing. I am satisfied the handle had to be fixed given the nature of the damage.

I am not satisfied the Tenants broke the meat pan given this was not noted on the CIR. I decline to rely on the contractor email over the CIR for the reasons already noted.

I am satisfied the gasket was broken based on the CIR and testimony of the Witness. I am satisfied based on the CIR that this was not broken on move-in. I am satisfied the Tenants broke this. I am satisfied this is beyond reasonable wear and tear given the nature of the damage and am satisfied the Tenants breached section 37 of the *Act*.

I am satisfied the Landlord spent \$600.00 on fixing the fridge based on the contractor invoice. I decline to award the Landlord this full amount for two reasons. First, the amount includes the meat pan which I am not satisfied the Tenants broke. Second, I find this amount unreasonable given the nature of the damage. The Landlord did submit further evidence that the handle and gasket cost around \$70.00 and \$170.00 and therefore I accept this. I award the Landlord the \$100.00 sought for labour as I find this reasonable. The Landlord is awarded \$340.00.

Repair scratches on floor, labour for installing heater, bifold door, screen door, interior door, drywall repair, casing and baseboard repairs

Scratches on floor

I am satisfied based on the CIR that the Tenants caused further scratches to the dining room floor. I have looked at the photos referred to by the Landlord showing the scratches. I note that some of the photos the Landlord named are not before me. Based on the photos, I am not satisfied the scratches are beyond reasonable wear and tear as they are small and superficial. These are the type of scratches one would expect from the normal use of the rental unit. I am not satisfied based on any other evidence that the scratches are beyond reasonable wear and tear as the photos do not support this. I am not satisfied the Tenants breached section 37 of the *Act*.

Labour for installing heater, bifold door, screen door and interior door

The Landlord is not entitled to compensation for labour for installing heaters or the bifold doors given my decision above about these issues.

The amounts awarded above cover the labour for the screen door and interior door.

Drywall repair, casing and baseboard repairs

I accept that there was damage to the walls and baseboard as shown on the CIR which indicates damage to the hallway trim and three big holes on the wall in the bedroom. I am satisfied these were not an issue on move-in given the CIR. I do not accept that there was further damage to the walls or baseboards that is beyond reasonable wear and tear as none is noted on the CIR and the Landlord did not submit compelling evidence to rebut the CIR on this point.

Based on the photos, I accept that the damage to the wall and baseboard was beyond reasonable wear and tear given the size of the holes and chip in the baseboard.

In relation to the holes in the bedroom wall, the Tenants were required to repair these pursuant to Policy Guideline 1 and the requirement that tenants repair damage that is beyond reasonable wear and tear. I am satisfied the Tenants breached section 37 of the *Act* by failing to repair the holes. I am satisfied these needed to be repaired.

I am also satisfied that the Tenants breached section 37 of the *Act* in relation to the baseboard damage and am satisfied this needed to be fixed.

I am satisfied based on the contractor invoice that repairing the walls, casing and baseboard cost \$300.00. I am not satisfied this amount relates to the holes and baseboard chip alone given the minor nature of this damage. Nor am I satisfied that \$300.00 is reasonable to fix the three holes and baseboard chip. Given the nature of the damage and considering materials and labour, I award the Landlord \$150.00 for these issues.

The Landlord sought \$1,200.00 for painting. However, this amount is not noted on the Application and therefore I decline to consider it for the reasons already stated.

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

In summary, the Landlord is entitled to the following:

Item	Description	Amount
1	Window screen	\$50.00
2	Heater x 2	-
3	Bifold door, screen door and interior door	\$360.00
4	Fridge fix	\$340.00

5	Repair scratches on floor, labour for installing heater, bifold door, screen door, interior door, drywall repair, casing and baseboard repairs	\$150.00
6	Filing fee	\$100.00
	TOTAL	\$1,000.00

The Landlord can keep \$1,000.00 of the security and pet damage deposits. The Landlord is to return the remaining \$200.00. The Tenants are issued a monetary order for this amount.

Conclusion

The Landlord is entitled to keep \$1,000.00 of the security and pet damage deposits. The Landlord is to return the remaining \$200.00. The Tenants are issued a monetary order for this amount. If the Landlord does not return this amount, this Order must be served on the Landlord. If the Landlord 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 *Residential Tenancy Act*.

Dated: January 16, 2020

Residential Tenancy Branch