



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S, MNDL-S, FFL

On December 13, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This Application was set down for a hearing on April 9, 2019 and was subsequently adjourned multiple times. The final hearing was scheduled to be heard on January 2, 2020 as there was not enough time to complete the hearing during any of the other adjournments.

Both the Landlord and the Tenant attended the final adjourned hearing. All parties provided a solemn affirmation.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

With respect to the evidence that will be considered, I find it important to note that this file was adjourned multiple times and one reason for this was due to the Landlord's failure to sufficiently serve the entirety of his evidence to the Tenant. To provide both parties with access to a fair hearing, the Landlord was afforded multiple opportunities to serve his evidence, as per my Interim Decisions; however, the Landlord elected not to comply with those simple directions despite being cautioned that failure to do so would result in his evidence not being considered.

During the January 2, 2020 hearing, the Landlord made frequent comments about his evidence not being considered. However, as the Landlord was provided multiple opportunities to satisfactorily serve his evidence and was Ordered to do so by email, which is extremely easy to do, it is not clear to me why the Landlord decided not to comply with this simple task that was afforded to him, for his benefit. As a result of not complying with the Orders in the Interim Decisions, and as cautioned in those Interim Decisions, the Landlord's evidence will not be considered when rendering this decision. In addition, based on the Landlord's demeanour and combative nature during the hearing, in conjunction with his refusal to serve his evidence, I find that this causes me to question the reliability and legitimacy of his claims in this Application. Consequently, the commensurate weight will be given to his testimony.

As the Tenant complied with my Orders in the Interim Decisions, his evidence will be considered when rendering this decision.

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 15, 2010 and ended when the Tenant gave up vacant possession of the rental unit on July 29, 2018. Rent was established at \$750.00 per month, due on the first day of each month. A security deposit of \$350.00 was also paid. A copy of the tenancy agreement was submitted as documentary evidence.

All parties agreed that a move-in inspection report was conducted on October 10, 2010 and a copy of this report was submitted as documentary evidence.

The Landlord advised that he served the Tenant with a One Month Notice to End Tenancy for Cause, with an effective end date of July 31, 2018 and the Tenant moved out early. He stated that he verbally told the Tenant of times and dates for a move-out inspection, that he did not provide the Tenant with a Notice of Final Opportunity to attend a move-out inspection, and that he conducted the move-out inspection by himself in the late afternoon of July 31, 2018 as the Tenant was not present. He also stated that he conducted a move-in inspection with the new tenant.

The Tenant advised that he did not get a Notice of Final Opportunity to attend a move-out inspection report and that most of their interactions were by email. He stated that the last day that he resided in the rental unit was on July 27, 2018 and that he emailed the Landlord on August 2, 2018 regarding the move-out inspection. However, he was told that his opportunity to attend a move-out inspection had passed.

All parties agreed that the Tenant provided a forwarding address on or around the end of January 2019. As per the Interim Decision dated January 17, 2019 of a separate Dispute Resolution proceeding (the relevant file number is listed on the first page of this Application), the Tenant's Application for the return on his security deposit was premature. Therefore, the issue of the security deposit will be addressed as part of this hearing.

The Landlord advised that he sent the Tenant a cheque in the amount of \$350.00 on February 19, 2019; however, there was a mistake on this cheque. As a result, the Landlord sent a second, corrected cheque for \$350.00 to the Tenant on March 4, 2019.

At the initial hearing dated April 9, 2019, the Landlord advised that he was seeking compensation in the amount of **\$10,000.00** for aggravated damages because the Tenant "fraudulently represented the situation in his dispute claim against me, lying and misrepresenting the entire situation in the process. For the extreme distress this[sic] frivolous claims he[sic] has caused me and my family not to mention the dozens of hours I have had to spend drafting this rebuttal and collecting all the evidence, all at a time in my life when I am recovering from several severe surgeries! Defamation of character and for the time I have had to spend –[sic]."

I find it important to note that Policy Guideline # 16 outlines that aggravated damages "are for intangible damage or loss. Aggravated damages may be awarded in situations where the wronged party cannot be fully compensated by an award for damage or loss with respect to property, money or services. Aggravated damages may be awarded in

situations where significant damage or loss has been caused either deliberately or through negligence. Aggravated damages are rarely awarded and must specifically be asked for in the application.” During the hearings, both parties acknowledged that they initially began this long-term tenancy as good friends; however, the relationship devolved to the point that the parties could no longer associate with each other or satisfactorily communicate in a rational manner to settle any differences meaningfully. This claim is clearly a result of this animosity and it is not within the purview of my jurisdiction to consider this request. As a result, this claim is dismissed in its entirety. The Landlord may seek to pursue this claim in whatever other legal channels he deems necessary.

The Landlord advised that he is seeking compensation in the amount of **\$1,625.00** for the cost of repairing “massive and numerous holes” in the rental unit. He stated that the Tenant left a four-inch hole in the floor that was so large, it damaged the sub-floor as well and he indicated that the Tenant acknowledged to being responsible for this damage, by a chair, in a six-page letter. He submitted that the materials for this repair cost \$600.28 and that the remaining cost was attributed to his labour to fix this, charged at approximately \$50.00 to \$60.00 per hour for “maybe about 20 – 25 hours of work.” However, he was not sure how much he charged for his labour or how many hours he spent fixing this damage. He advised that the floor was approximately nine years old.

The Tenant advised that according to the move-in inspection report, there were pre-existing holes. As well, he stated that replacing the entire floor due to a four-inch hole is “outlandish.”

The Landlord advised that he is seeking compensation in the amount of **\$175.00** for the cost of steam cleaning the carpet at the end of the tenancy because the Tenant did not do so. He stated that the witness statements and pictures show the filth and dirt left behind; however, he had difficulty specifically describing the evidence he was attempting to rely on as he did not appear to be familiar with his submissions.

The Tenant advised that the only carpet was in the loft and it was approximately 25' X 30' in dimension. He submitted three photos of the carpet. He stated that he does not have a receipt for this cleaning as he owns his own steam cleaner and spent approximately an hour steam cleaning the carpet.

The Landlord submitted that he is seeking compensation in the amount of **\$225.00** for the cost of cleaning the rental unit at the end of tenancy. He stated that he ran out of

time to clean the rental unit, so he simply paid the new tenant this amount to clean. He referred to pictures that the Tenant submitted as documentary evidence to illustrate the filth and grime in the bathroom, behind the stove and fridge, in the oven, and the countertop. He also stated that the move-in inspection report of the new tenants reflects the condition that the Tenant left the rental unit in.

The Tenant referred to the pictures he submitted as these reflect the condition of the rental unit at the end of the tenancy.

The Landlord submitted that he is seeking compensation in the amount of **\$700.00** for the cost of repairing of the landscape surrounding the rental unit as the Tenant drove many vehicles around the property. When asked to explain this claim, the Landlord paused for a substantial length of time, then stated that he spent two hours using a backhoe at a cost of \$100.00 per hour. In addition, he stated that it took 14 hours of his own labour at \$35.00 per hour, and he spent \$10.00 on fresh grass seed. He submitted that the Tenant had many, large vehicles on the property, that a truck delivered a 40' container and damaged the lawn while doing so, and that all this traffic ruined the landscape and caused substantial damage that were 8" deep.

The Tenant advised that the property was not landscaped nicely to begin with, and that the entire property is an unkept forestry area full of crabgrass and weeds. He stated that he only brought in a 20' container, that the Landlord was consulted and was aware of all the vehicles on the property, and that part of the property was treed to accommodate the parking area for the vehicles. He confirmed that he was responsible for creating a large divot in the grass; however, he replaced the sod and restored this area.

The Landlord advised that the property was landscaped and seeded years ago and that the tenancy agreement indicated that vehicles were not to be driven on the grass. He stated that he agreed to create a parking lot area and the Tenant paid him to clear this area; however, his issue is with the damage the Tenant caused.

The Tenant referred to email exchanges that he submitted as documentary evidence that demonstrate that the Landlord was aware of the vehicles that would be on the property.

The Landlord submitted that he is seeking compensation in the amount of **\$150.00** for the cost of repairing a broken screen door. He advised that this door and frame were completely broken into pieces, that the screen was ripped, and that this damage was

reflected on the move-out inspection report and move-in inspection report of the new tenant. He stated that this door had been there for 12 years.

The Tenant argued that the door screen was ripped upon move-in, so he installed a new screen. He stated that the door was stuck in its track, that the door was at least eight years old, that the useful life of the door is less than 20 years, and that any damage is regular wear and tear.

The Landlord stated that he works in the construction industry and he has worked with properties that are 30 – 40 years old that still have this type of door in use. It is his belief that this door should not have exceeded its useful life after such a short time period.

The Landlord submitted that he is seeking compensation in the amount of **\$95.00** for the cost of replacing a broken outdoor lamp that was shattered into pieces. He stated that this damage was reflected on the move-out inspection report and move-in inspection report of the new tenant, and that the new tenant made a statement confirming this damage.

The Tenant stated that he does not recall any lamps being broken.

The Landlord submitted that he is seeking compensation in the amount of **\$7.50** for the cost of a new key as the Tenant did not show up for the move-out inspection report and did not return his key at the end of the tenancy.

The Tenant advised that he was struggling to meet with the time constraints of having to move out. He stated that he tried to return the key after the tenancy, but he was not allowed, but then he contradictorily stated that he did not make any attempts to return the key.

The Landlord stated that the Tenant moved out early, so he had lots of time to deal with moving, that he gave the Tenant many opportunities to conduct a move-out inspection, and that the Tenant attempted to do the move-out inspection three days after the new tenant moved in.

The Landlord submitted that he is seeking compensation in the amount of **\$685.00** for the cost to repair and replace broken tiles by the fireplace. He stated that he observed the Tenant chopping wood inside the rental unit on the tiles and speculated that the Tenant's continued behaviour likely caused this damage. He stated that he had to

replace all the tiles to have them match and it cost him approximately \$60.00 for the materials; however, he is not sure of the exact cost. As well, he was not sure of the number of hours it took him to fix this as he “misplaced his paperwork” but he “believes” he charged \$30.00 to \$35.00 per hour for this work. He advised that the reason he is unsure of this cost is because he charges different amounts of labour for different jobs.

The Tenant acknowledged that there were one or two damaged tiles, but he did not chop wood on them. He stated that these tiles were under the wood stove and speculated that they were not designed to withstand the heat. He submitted that these tiles were cracked at the start of the tenancy, that they got worse approximately three or four years after the tenancy started, and that he “believes” this damage was as a result of the heat. He stated that did not inform the Landlord that these tiles were broken and that the size of the tiled area was approximately five to ten square feet.

The Landlord stated that the tiles complied with the Building Code, that they were suitable for use under the fireplace, and that he has used these tiles in the same application for other properties with no issues. He stated that he “believes” there were five or six broken tiles, that these tiles were not cracked at move-in, as per the inspection report, and that he could not find the same tiles to fix the broken ones, so he had to replace the entire area, which was approximately 3’ X 10’. He also referenced the statement of his wife that he read out at a prior hearing that corroborates this damage.

The Landlord submitted that he is seeking compensation in the amount of **\$550.00** for the cost of replacing the countertop due to holes and stains. He stated that there was a 1” hole that appeared as if it was made by a hammer. He also stated that there were scratches and discoloration due to stains. He submitted that he “believes” the materials cost \$150.00, that he cannot remember the number of hours it took him to fix this, and that he cannot remember how much he charged for labour, but it was approximately \$35.00 per hour. He stated that the countertop was approximately 18 years old and was made of arborite. He advised that this damage was reflected on the move-out inspection report and move-in inspection report of the new tenant, and that his wife made a statement confirming this damage.

The Tenant referenced his photos, which demonstrated that there was no damage beyond ordinary wear and tear. As well, the Landlord did not provide any documentation of when this was fixed.

The Landlord stated that he fixed the countertop approximately two months after the new tenants moved into the rental unit, but he still could not remember how long it took to fix.

The Landlord submitted that he is seeking compensation in the amount of **\$365.00** for the cost of replacing the fridge door that appeared to have been punched by the Tenant. This damage is evident in the Tenant's pictures. He stated that the door was no longer available for order, so he replaced the fridge entirely; however, he was not sure of the cost but believed it to be approximately \$450.00 to \$500.00. He then made conflicting submissions about whether this claim was for a replacement door, for a replacement fridge, or how much his actual costs were.

The Tenant advised that he did not punch the fridge door, that he did not spend much time examining the door before vacating the rental unit, and that the fridge was intact and in the same condition as at the start of the tenancy.

The Landlord submitted that he is seeking compensation in the amount of **\$13.00** for the cost of replacing burnt out light bulbs; however, he cannot remember how many bulbs were burnt out.

The Tenant advised that he does not remember that any bulbs were burnt out. He stated that he replaced some fixtures when he moved out and put brand new bulbs in.

Finally, the Landlord submitted that he is seeking compensation in the amount of **\$430.00** for the cost of disposing of garbage and computer servers that the Tenant left behind at the end of the tenancy. He stated that the Tenant left piles of garbage behind and hundreds of pounds of computer servers, and he dealt with this property in accordance with the abandonment procedures of the *Residential Tenancy Regulations* (the "*Regulations*"). In addition, he submitted that the Tenant left a cover of the back of an army truck, several car parts, boxes, and a firearm, which he turned in to the police. He stated that he was "not sure" of the dump fee cost, and that he charged \$35.00 per hour for a "guess" of six to seven hours of work.

The Tenant advised that he was running a business at the rental unit and that he had many vehicles, several containers, and over 75 tonnes of material stored on the property. According to his inventory list, he is not aware that there were any items missing or left behind. He acknowledged that the Landlord sent him a notice regarding property that was left behind; however, he stated this notice was sent in February,



which was several months after the new tenant had moved in. Furthermore, he did not recognize any of his property in the pictures that the Landlord sent. As a result, this could have been possibly been the new tenant's property. He stated that he would remember if he had left computer servers or communication equipment behind and that the pictures taken prior to leaving show that all his property was removed.

The Landlord stated that the only reason he sent this notice of abandoned property in February is because he did not receive the Tenant's forwarding address until January. As for the pictures referenced, he stated that the Tenant's property was placed in a storage shed for safe keeping. In addition, he listed other items left behind such as: a 20' to 30' antenna stand, a table, and four chairs.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection report.

Section 17 of the *Regulations* states that the Landlord must inform the Tenant of his second and final opportunity to attend the move-out inspection and must use the Notice of Final Opportunity form to do so.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit for damage is extinguished if the Landlord does not complete the condition inspection reports in accordance with the *Act* and *Regulations*.

Section 21 of the *Regulations* outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant have a preponderance of evidence to the contrary.

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposits to the Tenant, pursuant to Section 38(6) of the *Act*.

Based on the undisputed testimony, I am satisfied that the Landlord extinguished his right to claim against the deposit as he did not provide the Tenant with a Notice of Final Opportunity to conduct a move-out inspection.

Furthermore, all parties agreed that the Tenant provided a forwarding address on or around the end of January 2019 and that the Landlord sent the Tenant a cheque in the amount of \$350.00 on February 19, 2019. Moreover, as there was an error on the cheque, the Landlord sent the correct amount to the Tenant on March 4, 2019. As the Landlord extinguished his right to claim against the deposit, his only action with respect to the deposit was to return it in full within 15 days of the end of January 2019. However, as he did not do this, I am satisfied that he did not comply with the requirements of Section 38 of the *Act*, and the doubling provisions will apply to the security deposit. As a result, under these provisions, I grant the Tenant a monetary award in the amount of \$700.00. However, as the Landlord has already returned \$350.00, albeit late, I grant the Tenant a monetary award in the amount of **\$350.00**.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

When obtaining testimony from both parties during the multiple hearings, neither party provided particularly compelling or persuasive testimony. While the Landlord attempted

to rely on the statement of his wife to corroborate his claims for damages, I find it important to note that she stated “I can also vouch for the damages to and dirty condition Doug left the cabin in.” While the Landlord believes this may support his testimony, I find that this is a vague and general statement that does not speak to any specific claims nor does it provide any compelling details on which to rely on. As such, I accept that this supports the Landlord’s claims; however, it is marginal at best and will be given little weight when rendering a decision. In addition, the Landlord kept stating that he forgot to have his paperwork or documents in front of him to refer to. As the first hearing took place in April 2019, and as he had ample time between adjourned hearings to prepare, it is not clear to me why the Landlord would not have documents important to his claims before him. To me, this raises suspicions and doubts that there are even any evidence, invoices, or documents in existence. Alternately, the Tenant was suspiciously evasive and provided little detail when submitting testimony, and I find that this detracts from the reliability of his submissions on the whole as well. Generally, I found both parties’ testimony to be relatively lacking in credibility.

With respect to the Landlord’s claim in the amount of \$1,625.00 for the cost of repairing “massive and numerous holes” in the rental unit, the Landlord focused his testimony on one, four-inch hole. While the Tenant directed me to the move-in inspection report noting that a hole was documented at the start of the tenancy, based on the Tenant’s pictures submitted, I do not find it reasonable that the Tenant would have lived with such a sizeable hole in the middle of the room throughout the eight-year tenancy. As such, I do not find that this is the same hole referred to in the report. Consequently, I do find it more likely than not that the Tenant was responsible for making the hole in the flooring that the Landlord is claiming for.

When considering the Landlord’s claim to repair this damage, almost a third of this claim was for materials; however, he did not provide any evidence to support that this amount was spent on flooring materials. Furthermore, he provided an approximate hourly rate charged for this work and an approximate length of time spent completing the repairs. It is not clear to me why the Landlord attended the hearings without any documentation that he could refer to so that he could provide detailed accounting of this claim. Even if I were to rely on the Landlord’s approximates, the top end of his claims when his request for materials is included exceeds the actual amount that he is seeking. As the Landlord could not provide any testimony that was compelling or could accurately account for how he came to this amount, I am not satisfied that he has sufficiently established his claim in this amount.

According to Policy Guideline #40, the approximate useful life of hardwood flooring is 20 years. Based on the evidence, as I have found that the Tenant was negligent for the hole, and that this is beyond normal wear and tear of a rental unit, I find that the Tenant should bear some responsibility in rectifying this issue. As the Landlord already benefitted from nine years of the existing flooring, I find that this will impact the amount awarded to him. Furthermore, based on the Landlord's insufficient evidence and limited testimony provided, while I am satisfied that the Tenant was negligent, I am not satisfied that the Landlord has established a compelling basis for his expenditures. Consequently, I am satisfied that the Tenant's negligence in causing this hole has resulted in a decrease in value of the rental unit and this is equivalent to the amount of **\$300.00**.

Regarding the Landlord's claim for compensation in the amount of \$175.00 for steam cleaning, the Landlord had insufficient evidence to rely on; however, the Tenant advised that he struggled to meet with the time constraints of having to move out. As such, I find it more likely than not that the Tenant either did not steam clean the carpets or did not do so adequately. Consequently, I find that the Landlord should be awarded a monetary award in the amount of **\$87.50** to satisfy this claim.

With respect to the Landlord's claim for compensation in the amount of \$225.00 for the cost of cleaning the rental unit at the end of tenancy, again, the Landlord had little evidence to rely on. Furthermore, the Tenant provided pictures of having cleaned the rental unit prior to vacating the property; however, these pictures are taken from a distance back and do not depict the entirety of the rental unit. As well, the Tenant advised that he struggled to meet with the time constraints of having to move out. As such, I find it more likely than not that the Tenant was unable to clean as adequately as possible. Consequently, I find that the Landlord should be awarded a monetary award in the amount of **\$75.00** to satisfy this claim.

Regarding the Landlord's claim of compensation in the amount of \$700.00 for the cost of repairing of the landscape surrounding the rental unit, the Landlord has submitted insufficient evidence to support this claim. Furthermore, the Tenant submitted email exchanges from 2014 demonstrating that the Landlord was aware of the Tenant's vehicles and containers on the property and it appears as if the Landlord had even cleared the property for this use by the Tenant. It is clear to me that the Landlord had been aware of this activity for almost five years and should have anticipated that some damage to the landscape may have been associated with this. As the Landlord had done nothing about it until the end of the tenancy, I am satisfied that the Landlord

essentially waived any claims to recover this cost as he had collaborated with the Tenant in allowing this to happen. Consequently, I dismiss this claim in its entirety.

With respect to the Landlord's claim for compensation in the amount of \$150.00 for the cost of repairing a broken screen door and frame, again, the Landlord has insufficient evidence to rely on. However, the Tenant advised that the door was stuck in its track but provided no evidence that he advised the Landlord of this needed repair. I am doubtful that the Tenant would have lived with a door for a period of time that did not open, especially given the fact that he allegedly replaced the screen, signalling that he likely would have used this door occasionally, at the very least. Consequently, I find it more likely than not that the Tenant was somewhat responsible for causing this not to function properly. As the door was noted as being in only fair condition on the move-in inspection report, I find that the Landlord should be awarded a monetary award in the amount of **\$40.00** to satisfy this claim.

Regarding the Landlord's claim of compensation in the amount of \$95.00 for the cost of replacing a broken outdoor lamp, as the Landlord could not provide any details to support this claim, I dismiss it in its entirety.

Regarding the Landlord's claim of \$7.50 for the cost of replacing the key to the rental unit, I am confused by the Tenant's contradictory submissions about returning the key. Furthermore, it is not clear to me what roadblocks would have prevented the Tenant from, at the very least, mailing the key to the Landlord if he was unable to get it to the Landlord in another manner. As such, I am satisfied that the Landlord has established that he should be granted a monetary award in the amount of **\$7.50** to satisfy this claim.

With respect to the Landlord's claim of \$685.00 for the cost to repair and replace broken tiles by the fireplace, the consistent evidence is that some tiles were broken at the end of the tenancy. I do not agree with the Tenant's suggestion that the tiles were cracked at the start of the tenancy as there is no such indication on the move-in inspection report. In addition, given the Tenant's pictures, these tiles are clearly broken and missing, and the damage is more substantial than simple cracks. As such, I am not satisfied that this damage was caused by the heat from the stove, but I am satisfied that the Tenant was more likely than not responsible for this damage.

When reviewing the Landlord's claim, he advised that he had to replace all the tiles and the materials cost \$60.00. I am skeptical that tiles for a fairly large area would amount to such a nominal amount, which reinforces my doubts of the Landlord's accurate

accounting of costs. In fact, his own uncertain testimony about costs, hours spent conducting repairs, and the rate with which he billed out for repairs causes me to doubt the reliability of his claims for repair. Based on the Landlord's insufficient evidence and limited testimony provided, while I am satisfied that the Tenant was negligent, I am not satisfied that the Landlord has established a compelling basis for his expenditures. Consequently, I am satisfied that the Tenant's negligence in breaking these tiles has resulted in a decrease in value of the rental unit and this is equivalent to the amount of **\$250.00**.

Regarding the Landlord's claim of compensation in the amount of \$550.00 for the cost of replacing the countertop due to holes and stains, there is insufficient evidence of a hole made in the countertop. Furthermore, while there is evidence of a small area of stain on the countertop that appears permanent, there has been no evidence presented before me which demonstrated that the countertop needed to be replaced. In addition, the Landlord was not prepared and could not provide any persuasive details on the cost to replace this countertop. As such, I dismiss this claim in its entirety.

With respect to the Landlord's claim for compensation in the amount of \$365.00 for the cost of replacing the fridge door that appeared to have been punched by the Tenant, the Tenant's evidence illustrates that the fridge door appears to be dented. The move-in inspection report only noted that the fridge was scratched. As such, I am satisfied that the Tenant was responsible for damaging the fridge. However, the Landlord provided conflicting testimony regarding whether this amount was for a replacement door or for a new fridge. As such, I find that this detracts from the reliability of what the Landlord is actually claiming for. Regardless, as the damage to the door appeared to be purely aesthetic and did not affect the functionality of the fridge, I am satisfied that Tenant's negligence in damaging the fridge door has resulted in a decrease in value of the rental unit, and this is equivalent to the amount of **\$100.00**.

With respect to the Landlord's claim in the amount of \$13.00 for the cost of replacing burnt out light bulbs, I find it important to note that the Landlord could not even remember how many bulbs were burnt out. As the onus is on the Landlord to legitimately establish his claim, I am not persuaded by the Landlord's testimony that he proved that the Tenant left burnt out bulbs, nor am I satisfied that he substantiated the cost of this claim with any evidence. As such, I dismiss this claim in its entirety.

Finally, regarding the Landlord's claim for compensation in the amount of \$430.00 for the cost of disposing of garbage and computer servers that the Tenant left behind at the

end of the tenancy, while the Tenant claimed that he removed all of his personal property, I find it important to note that he advised that he had over 75 tonnes of material stored on the property. In addition, he also acknowledged that he had difficulty complying with the deadline to vacate the rental unit, and he submitted a document as evidence entitled "Patio furniture and deck left behind as no time to move".

Furthermore, I find it highly unlikely that the Landlord would store property that did not belong to the Tenant and follow the abandonment *Regulations* with respect to this property if it did not belong to the Tenant. As such, I am doubtful that the Tenant actually removed all of his personal property as he alleges. While the Landlord provided insufficient evidence of the cost of garbage removal and disposal, I am satisfied that there is a preponderance of evidence before me that would satisfactorily and reasonably justify this amount that the Landlord claimed for. As such, I am satisfied that the Landlord has established a monetary award in the amount of **\$430.00** to cover the cost of this claim.

As the Landlord was successful in this Application, I find that he is entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

#### **Calculation of Monetary Award Payable by the Tenant to the Landlord**

Floor repair	\$300.00
Steam cleaning	\$87.50
Cleaning	\$75.00
Damaged screen door	\$40.00
Key replacement	\$7.50
Tile repair	\$250.00
Fridge door	\$100.00
Garbage removal and disposal	\$430.00
Less the doubled portion of the security deposit	-\$350.00
Filing fee	\$100.00
<b>TOTAL MONETARY AWARD</b>	<b>\$1,040.00</b>

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$1,040.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: February 1, 2020

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Residential Tenancy Branch