



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNSD, FFL

Introduction

On August 20, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

On November 19, 2019, the Tenants submitted an Application for Dispute Resolution under the *Act* for the return of a security deposit and or pet damage deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlords and Tenants attended the teleconference.

At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they have exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The original hearing on December 5, 2019 was scheduled for one hour; which was insufficient time for the parties to provide their testimony. The hearing was adjourned and was rescheduled. The parties agreed that the Tenants’ application that was served

to the Landlord would be joined to be heard along with the Landlords' application at the reconvened hearing.

Issues to be Decided

- Are the Landlords entitled to a monetary order for damage to the unit?
- Are the Landlords entitled to money owed or compensation for damage or loss?
- Are the Landlords entitled to keep the security deposit and pet damage deposit towards their claims?

Background and Evidence

The Landlord testified that the rental home was built in 2007 and the Landlord purchased the home in 2014. The Landlord inherited the tenancy of Mr. J.N. and Ms. S.N who were living in the rental unit at the time of purchase. Mr. J.N. and Ms. S.N vacated the rental unit just prior to when the tenancy began for the Tenants named in the applications before me.

The Landlords and Tenants testified that the tenancy began in December 2014 and was on a month to month basis. Rent in the amount of \$950.00 was to be paid to the Landlords by the first day of each month. The Tenants paid the Landlords a security deposit in the amount of \$475.00 and a pet damage deposit in the amount of \$475.00. The parties testified that the tenancy ended on August 1, 2019 when the Tenants moved out of the rental unit.

The Landlord is seeking compensation for loss of rent and damage to the rental unit. The Landlord hired Mr. J.N. his previous tenant, as a handyman to complete cleaning and repairs to the unit. Mr. J.N. also moved into the rental unit in August 2019.

Loss of Rent

The Landlords testified that the rental unit required repairs and the Landlords were unable to rent it out for the months of September, October, and November 2019. The Landlord testified that they live out of province and there was too much damage to repair themselves, so they hired Mr. J.N. to complete the repairs.

The Landlord testified that the unit required wall repairs, painting, and floor repairs. The Landlord testified that Mr. J.N. has a full-time job and is working on completing the repairs on evenings and weekends. The Landlord testified that Mr. J.N. is living in the house for insurance reasons. The Landlord testified that there would be no insurance

coverage if the home was left vacant. The Landlord testified that the rent is free due to Mr. J.N. paying for repair supplies and labor costs.

The Landlord testified that the Tenants moved out on August 1, 2019, and the Landlords have provided photographs of the rental unit that were taken on August 11, 2019. The Landlord testified that the Tenants participated in a move out inspection on August 12, 2019. The Landlord testified that they put a bed in the master bedroom prior to the inspection.

In reply, the Tenants testified that the Landlord permitted a new Tenant, Mr. J.N. to move into the rental unit on August 5, 2019. The Tenants testified that this new Tenant is a previous Tenant of the rental property and is now working as the Landlords' handyman. The Tenants testified that the new Tenant is doing work in exchange for living there. The Tenants provided photographs they took on of the rental property on August 1, 2019 showing that the unit was left clean.

The Tenants testified that the Landlord arranged the move out inspection with them approximately seven days after the new Tenant had moved into the rental property. The Tenants testified that the Landlords did not perform a move in inspection and complete an inspection report at the start of their tenancy.

In reply, the Landlords provided testimony confirming that they did not perform a move in inspection because they reside out of province. The Landlord testified that they had a representative Ms. S.N. conduct a walkthrough; however, a report was not completed.

The Landlords' witness, Mr. J.N. testified that his wife performed a walk through with the Tenants at the start of their tenancy. He testified that he moved into the rental unit near the end of August 2019 and is working to repair the unit on evenings and weekends. He testified that he moved his couch into the rental unit before he moved in. He testified that he is not paying rent in exchange for his labor and the cost of materials.

Damage and Cleaning

The Landlords hired Mr. J.N. to complete cleaning and repairs at \$50.00 per hour and are seeking compensation for the flowing items:

Port Alberni Handy Man Services			
	Work to be done	Labour x \$50.00	Consumables Subtotal
1	Wash all surfaces on the main floor	\$400.00	\$15.00 \$415.00
2	Fill and sand the holes, dents and ripped gypsum paper on the walls of the main floor. 2 coats	\$450.00	\$30.00 \$480.00
3	Prime, and Paint all walls on the main floor. Ceiling will be included because it is vaulted.	\$750.00	\$350.00 \$1,100.00
3	Clean oven, Microwave, Fridge and Freezer.	\$50.00	\$7.00 \$57.00
4	Floor on lower level is dented and scratched. It is unrepairable. If customer insists, will sand, stain and clearcoat	\$800.00	\$190.00 \$990.00
5	Replace all missing centralvac and electrical covers. X 7	\$25.00	\$46.00 \$71.00
6	Many light bulbs missing and burned out through the home. Estimate 20.	\$25.00	\$30.00 \$55.00
7	Bifold door in hallway has 2 large holes where the knobs were. They are NOT repairable. Must paint and replace.	\$25.00	\$84.00 \$109.00
8	Carpet to upper floor not cleaned and unraveled. Can NOT be repaired. Oak trim missing from one rung of stairs.	\$500.00	\$600.00 \$1,100.00
9	Oak corner null drilled into and damaged beyond repair. Must be fitted, stained and lacquered.	\$200.00	\$180.00 \$380.00
10	1 large hole in the gypsum board in the master bedroom.	\$60.00	\$25.00 \$85.00
11	1 X 2 planks were nailed on wood storage. Will remove and repair.	\$50.00	\$8.00 \$58.00
12	All surfaces of Master bed room needs washing because there is dirt, dust, scuffs and holes in the gypsum board.	\$450.00	\$20.00 \$470.00
13	1 x 4 planks drilled into the vent openings. Replacement for the trim of the vent opening must be done and paint.	\$150.00	\$30.00 \$180.00
14	Replace the window screen in main floor bedroom on right side. Frame is broken and screen is ripped.	\$50.00	\$120.00 \$170.00
15	Interior pane of right side master bedroom is broken. Will order new sealed unit and have it installed.	\$50.00	\$310.00 \$360.00
16	Repair towel holder in master bathroom. Will install backing.	\$50.00	\$5.00 \$55.00
17	Repair towel holder in Main bathroom. Will install backing.	\$75.00	\$5.00 \$80.00
18	Wash all surfaces on upper floor and vaulted area. Spider webs will be cleaned as well as mold on windows.	\$400.00	\$150.00 \$550.00
19	Fill and sand the holes, dents and ripped gypsum paper on the walls on the upper floor. 2 coats	\$400.00	\$30.00 \$430.00
20	Prime, and Paint all walls on the upper loft floor. Ceiling in the loft will be included because it is vaulted.	\$700.00	\$300.00 \$1,000.00
20	Install missing window screen in the master bed room, left side.	\$25.00	\$120.00 \$145.00
21	Inside of front and back doors have been severely damaged by dog. Cost to repair is excessive so replacement quoted.	\$75.00	\$640.00 \$715.00
22	Front and back door weather stripping need to be replaced because the dog tore it up.	\$50.00	\$44.00 \$94.00
23	4' Bifold in lower bedroom had a lock placed on it. The lock was drilled into the bifold. Must be replaced and painted.	\$75.00	\$136.00 \$211.00

Washing Surfaces of Main Floor

The Landlords are seeking \$415.00 for the cleaning of the main floor. The Landlords provided photographs of the rental unit and referred to his photographs. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that they cleaned the rental unit and all surfaces, and they took photographs of the rental unit on August 1, 2019 showing that it was left clean. The Tenants provided 37 photographs showing the condition of the rental unit at the end of the tenancy. The Tenants testified that the Landlords photographs of the rental unit were taken 11 days after they moved out. The Tenants also provided photographs of the rental unit posted by Mr. J. N.'s girlfriend and posted to a social media site on August 5, 2019.

Fill and Sand Holes and Dents in Walls on Main Floor

The Landlords are seeking \$480.00 for the cost to fill and sand holes and dents in the walls. The Landlord testified that the work has been completed. The Landlords provided photographs of the walls. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that any damage present on the walls was normal wear and tear.

Prime and Paint all Walls on the Main Floor

The Landlords are seeking \$1,100.00 for the cost to prime and paint all the walls and ceilings on the main floor. The Landlords testified that the rental unit was last painted in December 2012. The Landlords testified that this work has been completed. The Landlord provided photographs. The Landlord did not provide any receipts for consumables.

In reply, the Tenants testified that the Landlords are claiming costs for painting; however, the Landlord is responsible for periodically repainting the rental unit. The Tenants testified that the rental unit had not been painted in over four years.

Clean Oven, Microwave, Fridge, and Freezer

The Landlords are seeking \$57.00 for the cost to clean the microwave, oven, fridge, and freezer. The Landlord provided photographs. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that their photographs show that the appliances were left clean at the end of the tenancy.

Damage to Floor on Lower Level

The Landlords are seeking \$990.00 for the damage to the flooring on the lower level of the rental unit. The Landlord testified that the flooring was dented and scratched, and the Landlord provided photographs of the floor. The Landlords testified that the flooring is hardwood installed in 2007. The Landlord testified that the floor repair has not been completed. The Landlords provided photographs. The Landlords did not provide any other quotes for repair costs or receipts for consumables.

In reply, the Tenants testified that the flooring is 12 years old and any damage present is normal wear and tear. The Tenants pointed out that new occupants moved items into the unit prior to the move out inspection.

Replace all Electrical Covers

The Landlords are seeking \$71.00 for the cost to replace central-vac and electrical covers. The Landlords testified that the covers were missing at the end of the tenancy.

The Landlords provided photographs. The Landlord's witness / handyman Mr. J.N. testified that the work to replace these covers has not been completed. The Landlords did not provide any receipts.

In reply, the Tenants testified that there were no covers on the outlets at the start of the tenancy.

Replace Missing Lightbulbs

The Landlords are seeking \$55.00 for the cost to replace lightbulbs. The Landlords testified that the light bulbs have been replaced. The Landlords did not provide any receipts for the purchase of lightbulbs.

In reply, the Tenants provided testimony that it is possible that there were a few burned out bulbs at the end of the tenancy.

Replace Bi-fold Door in Hallway

The Landlords are seeking \$109.00 for the cost to replace and paint a bifold door in the hallway. The Landlords provided a photograph. The Landlord's witness/ handyman Mr. J.N. testified that the work to purchase/ replace the bifold door has not been completed. The Landlords provided a photograph of the door.

In reply, the Tenants testified that there were no knobs on the bifold door when they took possession of the home.

Replace Carpet on Upper Floor

The Landlords are seeking \$1,100.00 for the cost to replace a carpet located on the upper floor. The Landlords testified that the carpet is from 2007. The Landlord's witness Mr. J.N. testified that the carpet has been cleaned but has not been replaced. Mr. J.N. testified that there is a tear in the carpet. The Landlord did not provide any receipts or other quotes for consumables or the cost to purchase a carpet.

In reply, the Tenants testified that there was a stain on the carpet at the start of the tenancy and they were unable to remove it.

Oak Corner Post Repair

The Landlords are seeking \$380.00 for the cost to repair an oak post. The Landlords testified that the post was damaged by holes drilled by the Tenants. The Landlords provided a photograph. The Landlord's witness Mr. J.N. testified that the post had not been repaired. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the Landlord granted them permission to secure a baby gate to the post. The Tenants drilled holes to secure the gate.

Repair Drywall in Master Bedroom

The Landlords are seeking \$85.00 for the cost to repair a hole in the drywall located in the master bedroom. The Landlords testified that the hole was caused by a door handle. The Landlords provided a photograph. The Landlord's witness Mr. J.N. testified that the hole has been repaired. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the hole in the wall was present at the start of the tenancy and was caused by the door knob striking the wall because there is no door stop.

Remove Planks on Wood Storage

The Landlords are seeking \$58.00 for the cost to remove planks nailed on wood storage and repair it. The Landlord provided a photograph of the planks. The Landlord's witness/ handyman Mr. J.N. testified that the planks have not been removed and repaired.

In reply, the Tenants testified that the planks were there at the start of the tenancy.

Wash Surfaces of Master Bedroom

The Landlords are seeking \$470.00 for the cost to wash all surfaces of the master bedroom. The Landlord testified that it took 9 hours of effort. The Landlords provided photographs of the bedroom. The Landlord testified that the cleaning has been completed. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the master bedroom was left clean and they have provided photographs taken on August 1, 2019 showing the unit was left clean.

Planks on Vent Opening

The Landlords withdrew this claim during the hearing. The Landlord's witness/ handyman Mr. J.N. testified that the planks were already present at the start of the tenancy.

Replace Window Screen in Main Floor Bedroom

The Landlords are seeking \$170.00 for the cost to replace a window screen in the main floor bedroom. The Landlords testified that the screen was ripped. The Landlords did not provide any photographic evidence. The Landlord's witness/ handyman Mr. J.N. testified that the screen has not been replaced. The Landlords did not provide any receipts or quotes for purchase of a screen.

In reply, the Tenants testified that the screen was not on the window during the tenancy, but it appeared at the time of the move out inspection. The Tenants deny responsibility for any damage to the screen.

Replace Interior Window Pane of Master Bedroom

The Landlords are seeking \$360.00 for the cost to replace a windowpane in the master bedroom. The Landlord's witness/ handyman Mr. J.N. testified that the window has not been repaired. The Landlords did not provide any receipts for purchase of a window or a quote for the cost of replacement.

In reply, the Tenants testified that sometime in the winter of 2018 water got past the seals and caused the window to break. The Tenants testified that they informed the Landlord about the window prior to moving out of the unit.

Repair Towel Holder in Master Bathroom

The Landlords are seeking \$55.00 for the cost to repair a towel holder in the master bathroom. The Landlord provided photographs. The Landlord's witness/ handyman Mr. J.N. testified that the repair has been completed. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the towel holder was intact on August 1, 2019.

Repair Towel Holder in Main Bathroom

The Landlords are seeking \$80.00 for the cost to repair a towel holder in the main bathroom. The Landlord did not provide a photograph. The Landlord's witness/handyman Mr. J.N. testified that the repair has been completed. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the towel holder was intact on August 1, 2019.

Wash All Surfaces on Upper Floor and Vaulted Area

The Landlords are seeking \$550.00 for the cost of washing all surfaces of the upper floor. The Landlord provided photographs. The Landlord's witness/handyman Mr. J.N. testified that the cleaning took eight hours. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the floors were washed, and the walls were wiped prior to moving out. The Tenants testified that the upper windows are two stories high, so the Tenants did not clean these.

Fill and Sand Holes and Dents in Walls on Upper Floor

The Landlords are seeking \$430.00 for the cost to fill and sand holes and dents in the walls on the upper floor. The Landlord provided photographs. The Landlord's witness/handyman Mr. J.N. testified that the repairs have been completed. The Landlords did not provide any receipts for consumables.

In reply, the Tenants testified that the holes and dents were present at the start of the tenancy.

Prime and Paint all Walls on the Upper Floor

The Landlords are seeking \$1,000.00 for the cost to paint the upper floor and ceiling of the rental unit. The Landlord provided photographs. The Landlord's witness/handyman Mr. J.N. testified that the painting has been completed. The Landlord did not provide any receipts for consumables.

In reply, the Tenants testified that the Landlord is claiming costs for painting; however, the Landlord is responsible for periodically repainting the rental unit. The Tenants testified that the rental unit had not been painted in four years.

Install Missing Window Screen in the Master Bedroom

The Landlords are seeking \$145.00 for the cost to install a missing window screen on the master bedroom window. The Landlord did not provide a photograph. The Landlord's witness/ handyman Mr. J.N. testified that the screen has not been replaced. The Landlord did not provide any receipts or quotes for a replacement screen.

In reply, the Tenants testified that their photographs show that the screen was left in the master bedroom closet. The Tenants testified that they removed the screen to inspect the window when it had cracked.

Replace Front and Back Doors

The Landlords are seeking \$715.00 for the cost to purchase two doors. The Landlords testified that the front and back doors were scratched and dented, and the dents would need to be filled. The Landlords provided photographs of the door. The Landlord testified that the doors were from 2009. The Landlord's witness/ handyman Mr. J.N. testified that the doors have not been replaced. The Landlord did not provide any receipts for quotes for doors.

In reply, the Tenants testified that both doors showed damage when the Tenants moved into the rental unit. The Tenants provided testimony that they have a dog that may have scratched the door; however, they point out that the previous Tenant had two dogs on the property.

Replace Front and Back Door Weather Stripping

The Landlords are seeking \$94.00 for the cost to purchase and install weather stripping. The Landlord's witness/ handyman Mr. J.N. testified that the weather stripping has been replaced. The Landlords did not provide any receipts for the purchase of weather stripping.

In reply, the Tenants testified that they installed the weather stripping because there was none when they moved into the unit.

Replace and Paint Bi-Fold Door in Lower Bedroom

The Landlords are seeking \$211.00 for the cost to purchase a bifold door for the lower bedroom. The Landlord testified that a lock was drilled into the bifold door and it must be replaced. The Landlord provided photographs. The Landlord's witness/ handyman Mr. J.N. testified that the bifold door has not been purchased and replaced.

The Landlords did not provide any receipts or quotes for the cost of a bifold door.

In reply, the Tenants testified that the lock was present on the door when they moved into the rental unit.

Security Deposit

The Landlords are seeking to keep the security deposit of \$350.00 and pet damage deposit of \$350.00 in partial satisfaction of the claims. The Tenants have applied for the return of the security deposit and pet damage deposit.

The Tenants testified that they provided their forwarding address to the Landlord using registered mail sent on August 1, 2019. The Tenants testified that there was no written agreement that permitted the Landlords to keep any amount of the security deposit or pet damage deposit. The Tenants testified that the Landlord did not return any amount of the deposits to them. The Tenants testified that the Landlord did not complete a condition inspection report with them at the start of the tenancy.

In reply, the Landlords testified that they received the Tenants forwarding address via registered mail on August 7, 2019. The Landlord applied for dispute resolution and included a claim against the deposits on August 20, 2019.

Analysis

When a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove the claim, the Applicant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
 2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act, Regulation or tenancy agreement;
 3. Proof of the actual amount required to compensate for the claimed loss;
- and

4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Residential Tenancy Branch Policy Guideline # 16 states the following with respect to types of damages that may be awarded to parties:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

The Residential Tenancy Policy Guideline #3 Claims for Rent and Damages for Loss of Rent provides:

Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

Sections 23 and 35 of the Act provides that a Landlord and Tenant together must inspect the condition of the rental unit on the day the Tenant is entitled to possession of the rental unit, and at the end of the tenancy before a new tenant begins to occupy the rental unit. Each section also requires that the Landlord complete the condition inspection report; both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report in accordance with the regulations.

Section 24 (2) of the Act provides that the right of the Landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the Landlord does not perform an inspection and complete an inspection report in accordance with the regulations.

Residential Tenancy Policy Guideline #1 Landlord & Tenant - Responsibility for Residential Premises is intended to help the parties to an application understand issues that are likely to be relevant and may also help parties know what information or evidence is likely to assist them in supporting their position. The policy guideline provides that a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. A tenant is not responsible for reasonable wear and tear to the rental unit or site. The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

Residential Tenancy Branch Policy Guideline #40 Useful Life of Building Elements is a general guide for determining the useful life of building elements for considering applications and determining damages. When applied to damage(s) caused by a Tenant, or the Tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. The Guideline provides that the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the Tenant's responsibility for the cost or replacement.

Residential Tenancy Branch Policy Guideline #5 Duty to Minimize Loss provides the following information:

If the arbitrator finds that the party claiming damages has not minimized the loss, the arbitrator may award a reduced claim that is adjusted for the amount that might have been saved. The landlord or tenant entitled to contract for repairs as a result of a breach by the other party, may choose to pay a service charge that exceeds what one would reasonably be required to pay for the service in the circumstances. In that case, the arbitrator may award a reduced claim based on the reasonable cost of the service.

Based on the evidence before me, the testimony of the Landlords and Tenants, and on a balance of probabilities, I make the following findings:

The burden of proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act, Regulation or tenancy agreement lies with the Landlord. When the parties provide equally believable but opposing testimony on a claim the applicant must provide the stronger evidence. In the case before me, I find that the Landlord did not complete a proper condition inspection of the rental unit and complete a condition inspection report in accordance with the Act and Regulations. A properly completed report is considered to be evidence of the state of repair and condition of the rental unit or residential property at the start of the tenancy.

The Landlord had the previous Tenant Ms. S.N. who lived apparently lived in the unit for four years conduct a walkthrough; however, a report was not completed. I find that the failure of the Landlords agent to conduct a move in inspection in accordance with the Act and regulations has impaired the Landlords' ability to prove the condition and state of repair of the rental unit at the start of the tenancy. Since the Landlord was not present at the start of the tenancy, the Landlord cannot know whether damage was already present at the start of the next tenancy. Evidence of damage provided by the Landlord at the end of the tenancy is not conclusive proof that the Tenants are responsible for causing the damage.

I also find that having the outgoing Tenant /agent conduct a walkthrough with the new Tenant is problematic and is not reliable because the outgoing Tenant would be required to pay for repairs where damages are caused, either deliberately or as a result of neglect. There is no evidence before me that the Landlords conducted a move out condition inspection report for the outgoing Tenants. The previous Tenants had an interest in finding the new tenants to take over the rental property. In addition, the Landlords' current handyman is one of the previous Tenants and is now the current Tenant. One of the Landlords claims was withdrawn at the hearing because the damage existed prior to the tenancy.

I find that due to the Landlords failure to conduct a proper move in inspection and complete a report, the Landlord has extinguished the right to apply against the security deposit and pet damage deposit for damage.

Since I have found that the Landlord does not have reliable evidence of the condition and state of repair of the rental unit at the start of the tenancy, and since the Tenants have testified that damage on the items listed below was present at the start of the tenancy, I dismiss the following claims of the Landlord. The following claims are dismissed without leave to reapply due to insufficient evidence from the Landlord to prove loss due to actions or neglect of the Tenants.

2	Fill and Sand Holes and Dents in Walls on Main Floor
4	Floor on lower level dented and scratched
5	Replace central vac and electrical covers
7	Bifold door holes
8	Carpet not cleaned and unraveled
10	Hole in wall of master bedroom
11	1 x 2 planks nailed on wood storage
14	Replacement of window screen
19	Fill and sand holes on upper floors
21	Damage to front and back doors
22	Front and Back door weather stripping
23	Damage to bifold door in lower bedroom

The following claims of the Landlord were considered:

Wash All Surfaces on the Main Floor

I have considered the Landlords' testimony and reviewed the Landlords and Tenants photographs, and I find that some photographs show marks on wall surfaces, ceilings,

window panes and a blind. I find that the Tenants are responsible to leave the rental unit clean and that some cleaning was required by the Landlord.

The Landlord is seeking \$415.00 for cleaning costs at \$50.00 per hour. I find that the hourly rate of \$50.00 for cleaning being claimed by the Landlord is inflated. I find that a reasonable amount for cleaning would be \$20.00 per hour.

I award the Landlord the amount of \$160.00 for the cost of cleaning surfaces on the main floor. The Landlords claim for consumables of \$15.00 is dismissed since no receipt was provided.

Prime and Paint Main Floor and Prime and Paint Upper Floor

The Landlord is responsible for painting the interior of the rental unit at reasonable intervals. Residential Tenancy Branch Policy Guideline #40 Useful Life of Building Elements provides that the useful life of interior paint is 4 years.

I find that the interior of the rental unit had not been painted in more than four years. I find that the Landlord is responsible for the costs to paint the rental unit.

The Landlords' claim for compensation for painting is dismissed without leave to reapply.

Cleaning of Appliances

The Landlord is seeking \$57.00 for the cost to clean appliances. I have considered the Landlords testimony and reviewed the Landlords photographs. In particular I find that the Landlord provided a photograph showing a dirty oven.

The Tenants' photographs show a clean fridge, and a photograph of the oven and microwave.

The Landlord is seeking \$57.00 for cleaning costs at \$50.00 per hour. I find that the hourly rate of \$50.00 for cleaning being claimed by the Landlord is inflated. I find that a reasonable amount for cleaning would be \$20.00 per hour.

I find that the oven was left unclean at the end of the tenancy. I award the Landlord \$20.00 for the cost to clean the oven. I find that the other appliances were left reasonably clean. The Landlords claim for consumables of \$7.00 is dismissed since no receipt was provided.

Lightbulbs

The Tenants acknowledged that some lightbulbs were burned out and not replaced.

The Landlord is seeking \$55.00 for the cost to purchase and replace the burned-out lightbulbs. The Landlord did not provide a receipt for the purchase of lightbulbs.

While the Landlord has not provided proof of the actual amount required for compensation for the loss, I find that it is reasonable to award the Landlord a nominal amount of \$25.00 for the cost to purchase and replace lightbulbs.

Oak Corner Damage

The Tenants acknowledged that they drilled holes into the oak post and stated that they had permission. The Landlord has not completed any repair to the post and is claiming the amount of \$380.00 for the repair.

The photograph provided by the Landlord shows four small holes drilled into the base of the post.

I find that damage to the post is minimal in nature. There is no evidence that structural integrity of the post has been affected by the holes. Based on the evidence before me I find that the post does not need to be replaced and it has not yet been repaired or replaced by the Landlord seven months after the tenancy ended.

There is insufficient evidence from the Tenants that they were permitted by the Landlord to drill into the post. I find that it is reasonable to award the Landlord a nominal amount of \$25.00 for the cost to fill the holes to repair the post.

Master Bedroom Cleaning

The Landlord is seeking \$470.00 for the cost to clean the master bedroom. I have considered the Landlords' testimony and reviewed the Landlords photographs and I find that some photographs show marks on wall surfaces. The photograph provided by the Tenants only shows two walls of the master bedroom which appear to be clear of any marks. I find that the Tenants are responsible to leave the rental unit clean and that some cleaning of the master bedroom was required by the Landlord.

The Landlord is seeking \$470.00 for cleaning costs at \$50.00 per hour. I find that the hourly rate of \$50.00 for cleaning being claimed by the Landlord is inflated. I find that a reasonable amount for cleaning would be \$20.00 per hour. I also find that 9 hours to wash the surfaces of the master bedroom is excessive.

I award the Landlord the amount of \$60.00 for the cost of cleaning surfaces of the master bedroom. The Landlords claim for consumables of \$20.00 is dismissed since no receipt was provided.

Interior Window Pane Damage

The Landlord is seeking \$360.00 for the cost to repair a broken window in the master bedroom. The Tenants submitted that they are not responsible because the window seal failed and in the deep cold of winter the window broke. The Landlord did not provide a quote or receipt for the replacement cost of the window. The window has not been repaired.

I find that the Landlord has not Proof that the damage occurred due to the actions or neglect of the Tenants and the Landlord has not provided proof of the actual amount required to compensate them for the claimed loss. The Landlords claim fails and is dismissed without leave to reapply.

Towel Holder Damage in Master Bathroom and Main Bathroom

The Landlord is seeking \$55.00 for the cost to repair a towel holder in the master bathroom and an additional \$80.00 for the cost to repair a towel holder in the main bathroom. I have considered the landlord testimony and photograph of a towel holder in the master bathroom. I find that it is more likely than not that any damage to the towel holders is a matter of normal wear and tear. There is insufficient evidence from the Landlord that the Tenants caused any damage deliberately or as a result of neglect.

The Landlords claim for compensation for the repair of the towel holders is dismissed without leave to reapply.

Wash All Surfaces on Upper Floor

The Landlord is seeking \$550.00 for the cost to clean all surfaces on the upper floor including the vaulted ceilings.

The Landlord is seeking \$550.00 for cleaning costs at \$50.00 per hour. I find that the hourly rate of \$50.00 for cleaning being claimed by the Landlord is inflated. I find that a reasonable amount for cleaning would be \$20.00 per hour.

I have considered the Landlords testimony and reviewed his photographs, and I find that the photographs show marks on wall surfaces. The Tenants did not provide photographs of the walls and ceiling area of the upper floor. I find that the Tenants are responsible to leave the rental unit clean and that some cleaning of the upper floor was required by the Landlord.

I grant the Landlord \$160.00 for the cost to wash/ clean the upper floor of the unit. The Landlords claim for consumables of \$150.00 is dismissed since no receipt was provided.

Loss of Rent

The Landlord is seeking compensation of \$2,850.00 for a loss of rent for three months. He testified that because the rental unit required repairs, he was unable to rent it out for the months of September, October, and November 2019. The Landlord testified that the rental unit is occupied by Mr. J.N. who is living in the unit rent free since August 2019 in exchange for making repairs to the unit. The Landlord testified that Mr. J.N. has a full-time job so the repairs are happening on evenings and weekends.

The Landlords claim for compensation for a loss of rent is dismissed for the following reasons:

The Landlord must take steps to mitigate or minimize the loss or damage being claimed. I find that hiring someone to work on repairing the unit on evenings and weekends extended the time required to complete the repairs to the rental unit. At the hearing, in February 2020 the Landlords' handyman testified that some of the repairs are still not complete. I find that the Landlord has failed to minimize the loss of rent by having the rental unit repaired as quickly as possible. I also find that a large portion of the work to repair the unit is the responsibility of the Landlords. The Landlords are responsible to periodically paint the interior of a rental unit.

In addition, the Landlord has not proven that he has suffered a loss because he permitted the handyman to live in the rental unit rent free in exchange for labor and materials to clean and repair the unit. The Landlord benefitted by receiving work to the unit in exchange for free rent.

The Landlords claim for a loss of rent is dismissed without leave to reapply.

Security Deposit

I find that the Landlords made a claim against the security deposit and pet damage deposit within 15 days of receiving the Tenants forwarding address in writing. However, I find that the Landlords extinguished their right to make a claim against the security deposit and pet damage deposit when they failed to perform a move in inspection with the Tenants and complete an inspection report.

I grant the return of the \$475.00 security deposit and the \$475.00 pet damage deposit to the Tenants.

While the Landlords extinguished their right to apply against the security deposit and pet damage deposit, the Landlords still retains the right to apply for compensation for damage. In accordance with section 72 of the Act, if an Arbitrator orders a party to a dispute resolution proceeding to pay any amount to the other party, the amount may be deducted from any security deposit or pet damage deposit due to the Tenant.

Section 72 of the Act also gives me authority to order the repayment of a fee for an application for dispute resolution. Since both parties had some success, I decline to award the recovery of the filing fees.

I find that the Tenants owe the Landlords the amount of \$450.00 for cleaning and repairs to the rental unit.

I authorize the Landlords to retain the amount of \$450.00 from the security deposit and pet damage deposit of \$950.00. I order the Landlords to repay to the Tenants, the balance of \$500.00 from the deposits.

I grant the Tenants a monetary order in the amount of \$500.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlords.

Conclusion

The Tenants are successful with their claim for the return of the security deposit and pet damage deposit.

The Landlords were partially successful with their claims for cleaning and damage costs.

I authorize the Landlord to retain the amount of \$450.00 from the deposits of \$950.00 that they are holding.

I order the Landlords to repay the Tenants the balance of \$500.00 and I grant the Tenant a monetary order in the amount of \$500.00.

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: March 5, 2020

Residential Tenancy Branch