



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

On October 11, 2019, 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*.

The Landlord attended the hearing with M.B. attending as an agent for the Landlord; however, the Tenants did not attend the one hour and 52-minute hearing. The Landlord provided a solemn affirmation.

M.B. advised that each Tenant was served a Notice of Hearing and evidence package, on October 21, 2019, to the forwarding address that the Tenants provided on the move-out inspection report (the registered mail tracking numbers are listed on the first page of this decision). Based on this undisputed evidence, as these documents were served and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that each Tenant was deemed to have received the Notice of Hearing and evidence package.

All parties acknowledged the evidence submitted and 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 recovery of the filing fee?

Background and Evidence

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.

The Landlord advised that the tenancy started on October 1, 2018 and that the tenancy ended when the Tenants gave up vacant possession of the rental unit on October 10, 2019. Rent was established in the amount of \$3,800.00 per month and was due on the first day of each month. A security deposit of \$1,900.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

He advised that a property manager conducted a move-in inspection report with the Tenants and that he was provided with a copy of this; however, this report was not submitted as documentary evidence as he “could not find it”.

He stated that a move-out inspection report was conducted with the Tenants on October 1, 2019; however, they still occupied the rental unit on October 8, 2019 when he visited and they finally gave up vacant possession of the rental unit on October 10, 2019. A copy of the signed move-out inspection report was submitted as documentary evidence.

He advised that the Tenants provided a forwarding address in writing on the move-out inspection report.

M.B. advised that the Landlord was seeking compensation in the amount of **\$9,025.00** for the cost of lost rent stemming from the month of December 2018 to October 2019, as the Tenants had made varying payments over the course of the year. He referenced a rental payment log, submitted as documentary evidence, to illustrate the Tenants’ payment history over this period of time, totalling this amount of arrears.

M.B. advised that the Landlord was seeking compensation in the amount of **\$12,116.99** for the cost to replace items removed by the Tenants from the rental unit at the end of the tenancy. He drew my attention to section 3 of the tenancy agreement, indicating that items like furniture were provided at the start of the tenancy.

As part of this claim, the Landlord stated that people were observed on his security camera removing the Landlord’s property; however, their faces cannot be seen but he knows these people were the Tenants. He reported this theft to the police; however, the police advised that the Tenants had reported to the police that the rental unit was

broken into and these items were stolen by someone else. The Landlord advised that he did not submit this video evidence for review in this hearing as the police had taken the memory card with this footage on it.

The first component of this \$12,116.99 monetary claim is for **\$1,875.00** because the Tenants damaged five screen doors on the property. Four of these doors were replaced and one was repaired. He did not submit a picture of any of these doors that were damaged to support this claim, nor did he submit a quote for the cost to justify the amount he was seeking.

The second component of this \$12,116.99 monetary claim is for **\$350.00** because the Tenants damaged a sliding bedroom curtain in the rental unit. The Tenants allegedly told the Landlord that this was burned. He stated that he replaced this curtain; however, this damage was not documented on the move-out inspection report, he did not submit a picture to support that this curtain was missing, and he did not submit a receipt to corroborate the cost he spent to replace this curtain.

The second component of this \$12,116.99 monetary claim is for **\$350.00** because the Tenants removed a sliding bedroom curtain from the rental unit. The Tenants allegedly told the Landlord that this was burned. He stated that he replaced this curtain; however, this damage was not documented on the move-out inspection report, he did not submit a picture to support that this curtain was missing, and he did not submit a receipt to corroborate the cost he spent to replace this curtain.

The third component of this \$12,116.99 monetary claim is for **\$220.00** because the Tenants removed a curtain from the living room. The Landlord replaced this curtain; however, this damage was not documented on the move-out inspection report, he did not submit a picture to support that this curtain was missing, and he did not submit a receipt to corroborate the cost he spent to replace this curtain.

The fourth component of this \$12,116.99 monetary claim is for **\$670.00** because the Tenants broke a walk-in closet door and lock. This charge included replacement of parts and labour. He stated that he paid a repair person to conduct the repair and the cost of this was \$300.00 per hour for three people to fix this issue. He referenced a picture submitted as documentary evidence to demonstrate the damage. However, while he did not submit a receipt associated with this cost, he stated that the price of this can be justified by simply using "Google".

The fifth component of this \$12,116.99 monetary claim is for **\$1,500.00** because the Tenants removed a 75" TV that was provided to them at the start of the tenancy. He stated that he purchased this TV about "one to one and a half months before the Tenants moved in" and that he "believes" that he paid approximately \$2,300.00 to \$2,400.00 for it brand new. The amount he is seeking is the replacement value for the TV as it is used. He referenced two pictures of the TV to support his claim that it was stolen by the Tenants, but he did not provide any documentation to prove when he purchased this TV, to prove how much he paid for it, or to demonstrate the equivalent value for it now.

The sixth component of this \$12,116.99 monetary claim is for **\$580.00** because the Tenants bent the frame of the downstairs door and changed the lock. He did not submit a picture of this door to demonstrate the damage and he did not submit a receipt proving this cost.

The seventh component of this \$12,116.99 monetary claim is for **\$678.00** because the Tenants removed two bar fridges that were provided to them at the start of the tenancy. He stated that he purchased these brand new before the Tenants moved in and that they are approximately \$1,500.00 each. As such, the amount he is seeking is the replacement value for them as they are used. He referenced a picture of the fridges to support his claim that they were stolen by the Tenants, but he did not provide any documentation to prove when he purchased them, to prove how much he paid for them, or to demonstrate the equivalent value for them now.

The eighth component of this \$12,116.99 monetary claim is for **\$2,033.99** because the Tenants removed a 40' ladder that was provided to them at the start of the tenancy. He stated that he purchased this ladder a year before the Tenants moved in and that it was provided to the Tenants as the house is built in such a way that a ladder is needed to access some of the windows from the outside. He is seeking is the full replacement value for the ladder. While he did not provide a picture of the ladder to support his claim, he did submit a quote for the cost of the exact ladder that was removed.

Finally, the last component of this \$12,116.99 monetary claim is for **\$4,210.00** because the Tenants removed a dining room set, including six chairs, that were provided to them at the start of the tenancy. He stated that this set was about two years old prior to the Tenants moving in and he saw this exact set being used on the Tenants' website for their business. He did not know how much the set cost brand new but the amount he is seeking is the replacement value for the dining set. However, he stated that he doesn't "know how much it would cost to replace." He referenced a picture of the dining room

set to support his claim that it was stolen by the Tenants, but he did not provide any documentation to prove when he purchased it, to prove how much he paid for it, or to demonstrate the equivalent value for it now.

The Landlord advised that he was also seeking compensation in the amount of **\$10,902.43** for the cost to repair damage and clean the rental unit at the end of the tenancy. The first component of this \$10,902.43 monetary claim is for **\$475.00** because the Tenants left the oven dirty, left splash stains on the walls, left grime in the cupboards and on the range top, did not clean the toaster oven, left the fridge, sinks, and tub dirty, did not vacuum, and left stains on the carpets. He submitted pictures to substantiate these claims; however, he did not submit a receipt for the cleaning cost as he paid cash for these services and did not get a receipt. He was unaware how many hours it took this person to complete the cleaning.

The second component of this \$10,902.43 monetary claim is for **\$250.00** because the Tenants damaged the walls by leaving scrapes and nicks all over the kitchen and up the stairwell. There were big nail holes from hanging pictures and he referenced pictures submitted that illustrate this damage; however, he did not submit a receipt to corroborate the cost he spent to repair these issues.

The third component of this \$10,902.43 monetary claim is for **\$820.00** because the Tenants painted the balcony floor a different colour and he had to paint it back. As well, the Tenant put a fireplace on the floor and burned the surface. He did not submit a receipt to corroborate the cost he spent to repair this issue, nor did he submit any pictures of this damage.

The fourth component of this \$10,902.43 monetary claim is for **\$250.00** because the Tenants neglected to do any landscaping and that "everything needed to be done." There were leaves, broken trees, and grass all around the property. He was advised that the Tenants were re-renting the rental unit to other people without the Landlord's consent. He did not submit any pictures of the condition of the property, nor did he submit a copy of the cost of the landscaping.

The fifth and sixth components of this \$10,902.43 monetary claim are for **\$220.00** and **\$300.00** because the Tenants left garbage at the end of the tenancy that they refused to dispose of. He stated that these amounts represent his costs to rent a truck, to pay for the gas, insurance, and dump fees, and to cover his time. He referenced two pictures submitted that illustrate this garbage; however, he did not submit a receipt to corroborate the costs he spent related to the disposal.

The seventh component of this \$10,902.43 monetary claim is for **\$7265.25** because the Tenants left burn marks and stains on the carpet. After cleaning them, it was determined that the carpets could not be salvaged. He referenced pictures of the carpet and the estimate provided to support the replacement cost. He advised that the carpet was three years old.

The eighth component of this \$10,902.43 monetary claim is for **\$367.50** because the Tenants left stains on the carpet. He referenced the invoice to support the cost of the carpet cleaning.

Finally, the last component of this \$10,902.43 monetary claim is for **\$954.68** because the Tenants contracted a plumber during the tenancy to repair some issues and never paid the repair person for the work. The plumber provided this bill to the Landlord, seeking compensation. The Landlord did not authorize any plumbing repairs and only found out about this bill when it was presented to him. He referenced the invoice submitted a documentary evidence to support this cost.

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.

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."

Regarding the Landlord's claim for the rent arrears, based on the undisputed evidence, I am satisfied that the Tenants failed to pay rent in full and are responsible for the rent arrears, as per his rental log. Consequently, I grant the Landlord a monetary award in the amount of **\$9,025.00** to satisfy the Landlord's loss of rent owing from the months of December 2018 to October 2019.

With respect to the Landlord's requests for compensation totaling **\$12,116.99**, each issue will be addressed as follows. In consideration of these issues, I find it important to

note that a move-in inspection report was not submitted for consideration on these issues. As such, I find that this detracts from the overall reliability of the Landlord's claims.

- 1) **Screen doors** – While the Landlord has submitted insufficient evidence to corroborate the extent of this damage, the move-out inspection report signed by Tenant R.N. confirms that he acknowledged that there was this damage. However, as the Landlord provided insufficient evidence to support the cost of the replacement value of these doors, I am satisfied that he should be awarded a nominal amount of **\$100.00** to cover these costs.
- 2) **Sliding bedroom curtain** – The Landlord has provided insufficient evidence to support his claim that the Tenants damaged this curtain, that the Landlord replaced it, or that the Landlord incurred this cost. As such, I dismiss this claim in its entirety.
- 3) **Sliding living room curtain** – The Landlord has provided insufficient evidence to support his claim that the Tenants removed this curtain, that the Landlord replaced it, or that the Landlord incurred this cost. As such, I dismiss this claim in its entirety.
- 4) **Broken walk-in closet door** – While the Landlord has submitted insufficient evidence to corroborate the extent of this damage, the move-out inspection report signed by Tenant R.N. confirms that there appears to be some damage to a door. However, I do not find the Landlord's suggestion to "Google" the cost to be an acceptable manner with which to justify his claim for this repair amount. As the Landlord provided limited evidence to support the cost of this repair, I am satisfied that he should be awarded a nominal amount of **\$25.00** to cover these costs.
- 5) **75" curved TV** – I find it important to note that the Landlord did not specifically indicate, in the tenancy agreement or in an addendum to the tenancy agreement, what items the rental unit would be furnished with at start of the tenancy. Based on the undisputed evidence though, I am satisfied that the Landlord provided the Tenants with a TV and that the Tenants removed this at the end of the tenancy. However, while the Landlord claimed that he provided the Tenants with a curved TV, the picture that the Landlord submitted does not appear to me to be curved, as alleged by the Landlord. Furthermore, I find it important to note that the Landlord contradictorily indicated on the move-out inspection report that the

missing TV was a “flat screen”, which causes me to question the reliability or truthfulness of the Landlord’s testimony. Moreover, while it is difficult to determine scale from the picture, I am doubtful that the TV is the size purported by the Landlord. As the Landlord has provided insufficient evidence to prove that the TV was new prior to the tenancy commencing, as he has provided insufficient evidence to support the cost of the TV when he purchased it or the cost of a similar, replacement TV, and as the Landlord has not provided evidence that appears to depict an accurate reflection of his alleged loss, I am not satisfied that the Landlord has established this claim in full. However, as I am satisfied that a TV was provided by the Landlord and was removed by the Tenants, I find that the Landlord should be awarded a nominal amount of **\$100.00** to cover the replacement value of this loss.

- 6) **Door and lock repair** – While the Landlord has submitted insufficient evidence to corroborate the extent of this damage, the move-out inspection report signed by Tenant R.N. confirms that there appears to be some damage to a door. However, as he has provided insufficient evidence to support the cost of this repair, I am satisfied that he should be awarded a nominal amount of **\$25.00** to cover these costs.

- 7) **Two bar fridges** – I find it important to note that the Landlord did not specifically indicate, in the tenancy agreement or in an addendum to the tenancy agreement, that two additional bar fridges were provided by the Landlord at start of the tenancy. However, based on the undisputed evidence, I am satisfied that the Landlord provided the Tenants with these fridges. As the Landlord has provided insufficient evidence to prove that the bar fridges were new prior to the tenancy commencing and as he has provided insufficient evidence to support the cost of the bar fridges when he purchased them or the cost of similar, replacement bar fridges, I am not satisfied that the Landlord has established this claim in full. However, as I am satisfied that two bar fridges were provided by the Landlord and were removed by the Tenants, I find that the Landlord should be awarded a nominal amount of **\$100.00** to cover the replacement value of this loss.

- 8) **40’ ladder** – I find it important to note that the Landlord did not specifically indicate, in the tenancy agreement or in an addendum to the tenancy agreement, that this ladder was provided by the Landlord at start of the tenancy, nor is it indicated in the move-out inspection report that this was missing at the end of the tenancy. However, based on the undisputed evidence, I am satisfied that the Landlord provided the Tenants with this ladder and that they removed it when

they left. In regards to the actual monetary claim, I also find it important to note that the Landlord is seeking full replacement cost of this item as brand new, whereas for the other alleged brand-new items that were removed, he was only requesting the estimated equivalent used value of those items. I find this discrepancy in his claims to be curious, and it causes me to doubt the legitimacy of his claims on the whole. Based on the doubts already raised by the quality of the Landlord's evidence submitted, and as he has provided insufficient evidence to prove that the ladder was fairly new prior to the tenancy commencing or that he actually paid his requested amount for this ladder, I am not satisfied that the Landlord has established this claim in full. However, as I am satisfied that a 40' ladder was provided by the Landlord and was removed by the Tenants, I find that the Landlord should be awarded a nominal amount of **\$75.00** to cover the replacement value of this loss.

- 9) **Dining room set** – I find it important to note that the Landlord did not specifically indicate, in the tenancy agreement or in an addendum to the tenancy agreement, what items of furniture the rental unit would be furnished with at start of the tenancy. Furthermore, there is no indication on the move-out inspection report that this set was missing at the end of the tenancy. Based on the undisputed evidence though, I am satisfied that the Landlord provided the Tenants with a dining room set, including six chairs. Although, while the Landlord claims that this set was used by the Tenants on their business website, I note that only the chairs appear to be similar to the Landlord's evidence, and the table is different. As such, I am not entirely satisfied that the Tenants removed this entire set at the end of the tenancy. As the Landlord provided insufficient evidence to prove the cost he paid for this set originally and as he provided insufficient evidence to support the cost of similar, replacement dining room set, I am not satisfied that the Landlord has established this claim in full. However, as I am satisfied that this set was provided by the Landlord and at the very least, the chairs were removed by the Tenants, I find that the Landlord should be awarded a nominal amount of **\$300.00** to cover the replacement value of this loss.

With respect to the Landlord's requests for compensation totaling **\$10,902.43**, each issue will be addressed as follows. In consideration of these issues, I find it important to note that a move-in inspection report was not submitted for consideration on these issues. As such, I find that this detracts from the overall reliability of the Landlord's claims.

- 1) **Cleaning** – While the Landlord did not submit a copy of the move-in inspection report, I have before me a copy of the move-out inspection report that documents the condition of the rental unit at the end of the tenancy, and the Tenant signed this report acknowledging the condition. Despite the Landlord not providing supporting evidence that he paid someone to clean the rental unit or how long it took to return the rental unit to a re-rentable state, I am satisfied by the move-out inspection report that a considerable amount of cleaning was required. As a result, I am satisfied by the undisputed evidence that the Landlord sufficiently established this claim and I grant a monetary award in the amount of **\$475.00** to cover this cost.
- 2) **Damage to the walls** – As above, the Landlord did not submit a copy of the move-in inspection report, but the copy of the move-out inspection report notes that there is some damage to the walls, and the Tenant signed this report acknowledging this damage. However, the Landlord's pictures do not depict significant damage to the walls, and he has provided insufficient evidence to support the actual cost he paid to repair this damage. As a result, I am satisfied that he should be awarded a nominal amount of **\$50.00** to cover these repair costs.
- 3) **Repainting of balcony floor** – Again, the Landlord did not submit a copy of the move-in inspection report and the copy of the move-out inspection report does not note this damage, as alleged by the Landlord. However, based on the undisputed testimony of the Landlord, I am satisfied that there was some damage and the Landlord suffered a loss. However, as the Landlord provided insufficient evidence to support the actual cost he paid to repair this damage, I am satisfied that he should be awarded a nominal amount of **\$100.00** to cover these repair costs.
- 4) **Landscaping** – As the condition of the property is not documented anywhere and as the Landlord provided insufficient evidence to corroborate the extent of this damage, I am not satisfied that the Landlord has established this claim and I dismiss it in its entirety.
- 5) **Garbage removal and disposal/Truck rental** – As the signed move-out inspection report indicates that garbage was left behind by the Tenants, I accept this evidence. However, as the Landlord has failed to provide sufficient evidence to support the cost of the disposal, I am not satisfied that he has substantiated the actual costs of disposing of the garbage. Furthermore, while he stated that he

rented a truck for this job, he has not provided any documentation confirming that he did so, and based on the pictures submitted, I am doubtful that this is an actual rental vehicle. I find the Landlord's failure to provide sufficient, corroborative evidence suspicious on the whole. However, based on this undisputed testimony, I am satisfied that the Landlord has established a nominal amount of **\$100.00** to cover the disposal costs.

- 6) **Flooring** – As above, the Landlord did not submit a copy of the move-in inspection report, but the copy of the move-out inspection report notes that there is some damage to the carpets, and the Tenant signed this report acknowledging this damage. However, the report does not specifically outline the nature of the damage and the Landlord's pictures do not depict damage to the carpets that I can observe. As the Landlord has provided insufficient evidence to support the actual damage to the carpet necessitating complete replacement, and as there is no evidence that the Landlord will actually be replacing the carpet, I am not satisfied that the Landlord has established this claim. As such, I dismiss this claim in its entirety.
- 7) **Carpet cleaning** – Based on the signed move-out inspection report, I am satisfied that the carpets were not cleaned at the end of the tenancy. As such, I am satisfied from the evidence and invoice provided that the Landlord paid to have the carpets cleaned. Consequently, I grant the Landlord a monetary award in the amount of **\$367.50** to cover the cost of carpet cleaning.
- 8) **Plumbing invoice** – Based on the undisputed testimony and the invoice submitted, I am satisfied that the Tenants contracted a plumber without the Landlord's consent and failed to reconcile this bill. As a result, I am satisfied that the Landlord has established this claim, and I grant him a monetary award in the amount of **\$954.68** to cover the cost of this plumbing work.

As the Landlord was partially successful in this Application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to keep the security deposit in partial satisfaction of the debts.

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

Rent arrears	\$9,025.00
Costs associated with damaged and missing items	\$725.00
Costs associated with repairs and cleaning	\$2,047.18
Filing fee	\$100.00
Less security deposit	-\$1,900.00
TOTAL MONETARY AWARD	\$9,997.18

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$9,997.18** in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: March 4, 2020

Residential Tenancy Branch