



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL, FFL
 MNDCT, FFT

Introduction

This hearing originally convened on February 6, 2020 and was adjourned due to time constraints. An Interim Decision dated February 6, 2020 resulted from the February 6, 2020 hearing and should be read in conjunction with this decision. This was a cross application hearing that dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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

- a Monetary Order for damages, pursuant to section 67;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

Both parties agreed that they were each served with the other's application for dispute resolution via registered mail. I find that both parties were served with the other's application for dispute resolution in accordance with section 89 of the *Act*.

Landlord M.Y. and tenant B.P attended both hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. In the first hearing landlord M.Y. called witness M.M.

Preliminary Issue- Amendment

The landlord testified that her son D.T. is listed as a landlord on the tenants' application for dispute resolution; however, he is not a landlord but an agent of herself. This testimony was not disputed by tenant B.P. Pursuant to section 64 of the *Act*, I amend the tenants' application for dispute resolution to remove D.T. as a landlord.

Issues to be Decided

1. Are the tenants entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
2. Are the tenants entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?
3. Is the landlord entitled to a Monetary Order for damages, pursuant to section 67 of the *Act*?
4. Is the landlord entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
5. Is the landlord entitled to recover the filing fee for this application from the tenants, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' and landlords' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on November 30, 2014 and ended on May 31, 2019. Monthly rent in the amount of \$1,600.00 was payable on the first day of each month. A security deposit of \$800.00 was paid by the tenants to the landlord.

Both parties agree that the landlord did not complete a move in condition inspection with the tenants and did not ask the tenants to complete one. Tenant B.P. testified that the tenants who moved out of the subject rental property filled in a move in condition inspection report and the tenants signed it but it was not completed with the landlord.

The move in condition inspection was entered into evidence. The landlord testified that she has no proof of the move in condition of the subject rental property.

The landlord is seeking the following damages arising out of this tenancy:

Item	Amount
Painting	\$1,223.81
Vinyl floor repair	\$548.70
Replace floor divider	\$20.00
Replace blinds	\$518.76
Repair ceiling fan	\$26.14
Replace bathroom vanity	\$260.95
Repair bathroom door	\$50.00
Replace wax toilet ring	\$105.63
Cleaning	\$202.50
Floor register	\$21.56
Bath bar repair	\$38.97
Loss of rental income for June 2019	\$1,600.00
Per diem rent for June 1, 2019	\$53.00
Total	\$4,670.02

Painting

The landlord testified that the subject rental property was painted two years before the tenants moved in and was in very good shape. The landlord testified that the subject rental property required repainting when the tenants moved out because the tenants and or their children drew on the walls, and left holes in the walls which needed to be patched.

The landlord entered into evidence an invoice for painting in the amount of \$1,200.00 and a receipt for masking tape and compound dust away, products used for repairing the walls and painting, in the amount of \$23.81.

Tenant B.P. testified that the walls were already in poor condition when he moved in and already had holes and marks on them. Tenant B.P. denied damaging the walls.

Witness M.M. testified that he is a handyman and was hired by the landlord to make repairs to the subject rental property after the tenants moved out and that the repairs he

completed were finished by July 25, 2019. Witness M.M. testified that the walls were in rough shape and the walls by the kitchen looked burned. Witness M.M. testified that he did not see the subject rental property before the tenants moved in and did not know the condition of the property when they moved in.

Vinyl floor repair

The landlord testified that the vinyl floors were two years old when the tenants moved in and were in good condition. The landlord testified that the tenants ripped the vinyl floor in the kitchen. The landlord entered into evidence an invoice for vinyl floor repair in the amount of \$310.00 and a receipt for vinyl flooring in the amount of \$213.12 plus tax (\$238.70).

Tenant B.P. testified that the floor was plastic and that the tenants lived at the subject rental property for five years and the damage to the vinyl floor was caused by reasonable wear and tear. Tenant B.P. testified that the vinyl flooring was much older than two years old when he moved into the subject rental property and was in poor condition when he moved in. Tenant B.P. testified that the flooring was ripped when he moved in.

Replace floor divider

The landlord testified that the tenants broke two flooring divider strips at the subject rental property. The landlord testified that the strips were two years old when the tenants moved in. The landlord entered into evidence an invoice for new dividers in the amount of \$20.00.

Tenant B.P. testified that the floor divider strips were made of plastic and broke due to reasonable wear and tear.

Repair blinds

The landlord testified that the blinds at the subject rental property were two years old when the tenants moved in and were in good condition. The landlord testified that the tenants damaged the blinds. The landlord entered into evidence an invoice for labour to replace the blinds in the amount of \$150.00. The landlord entered into evidence receipts for blinds from several different stores totaling \$363.73. The landlord entered into

evidence a receipt for a screwdriver in the amount of \$4.49 plus tax (\$5.03). The landlord testified that the screwdriver was needed to install the blinds.

Tenant B.P. testified that they did not damage the blinds and that they were already bent and broken when they moved in.

Repair ceiling fan

The landlord testified that the fan at the subject rental property was two years old when the tenants moved in and was in good condition. The landlord testified that the tenants broke the pull chain leading into the control unit on the fan. The landlord entered into evidence an invoice for repairing the fan in the amount of \$20.00 and a receipt for a new fan light switch in the amount of \$6.14.

Tenant B.P. testified that the fan was already broken when they moved in and so they did not use it for the duration of their tenancy.

Replace bathroom vanity

The landlord testified that the vanity in the main bathroom at the subject rental property was two years old when the tenants moved in and was in good condition. The landlord testified that the tenants cracked the sink in the vanity. The landlord entered into evidence an invoice for repairing the vanity in the amount of \$250.00 and two receipts for caulking in the amount of \$7.43 and \$3.14 plus tax (\$3.52). The landlord testified that the caulking was used in the repair of the vanity.

Tenant B.P. testified that in the third or fourth year of their tenancy the crack developed. Tenant B.P. testified that nothing was dropped in the sink and that they do not know why the crack developed.

Repair bathroom door

The landlord testified that the bathroom door in the master bedroom at the subject rental property was two years old when the tenants moved in and was in good condition. The landlord testified that the door would not close when the tenants moved out. The landlord entered into evidence an invoice for repairing the door in the amount of \$50.00.

Tenant B.P. testified that door was broken when they moved in.

Replace wax toilet ring

The landlord testified that the toilet and tiles in the master bedroom en-suite were two years old when the tenants moved in and were in good condition. The landlord testified that the tenants broke the tiles at the base of the toilet which caused the wax seal around the toilet to break which caused the toilet to leak when used. The landlord entered into evidence an invoice for repairing the wax seal around the toilet in the amount of \$100.00. The landlord entered into evidence a receipt for a new wax ring in the amount of \$5.03 plus tax (\$5.63).

Tenant B.P. testified that they did not damage the tiles around the toilet and that the cracks formed on their own. Tenant B.P. testified that the tiles around the toilet were not cracked when they moved in.

Witness M.M. testified that the cracked tiles caused the toilet seal to be break and the toilet to leak.

Cleaning and rent for June 1, 2019

The landlord testified that the tenants did not clean the subject rental property when they moved out and that she spent 13.5 hours cleaning the subject rental property. The landlord testified that she is seeking to recover \$15.00 per hour for her efforts for a total of \$202.50. The landlord entered into evidence photographs showing:

- the sides of the stove, when pulled out, were dirty;
- underneath the elements, when pulled out were dirty;
- marks and drawings on walls, it is not clear if all the marks are dirt or permanent stains;
- part of the toilet is either dirty or stained;
- mold on the bathroom ceiling;
- close up of joint between kitchen sink and counter, grime can be seen;
- a kitchen drawer pulled out and flipped upside down, some dirt can be seen on the underside of the drawer;
- a close up of the fridge vent- dust can be seen;
- a kitchen shelf pulled out, some dirt can be seen;

- a sticker on the kitchen facet;
- the outside of the oven door, dirt can be seen;
- the interior of the washing machine, scum can be seen; and
- a dirty sliding glass door.

Tenant B.P. testified that the subject rental property was clean at the end of the tenancy and he and tenant N.Y. cleaned for at least six hours. Tenant B.P. testified that they moved out on June 1, 2019 instead of May 31, 2019, one day late, because they stayed to clean.

Tenant B.P. testified that he agrees that he owes the landlord for June 1, 2019's rent in the amount of \$53.00 as they did move out one day late.

The tenants entered into evidence photographs of all the rooms in the subject rental property. The photographs were not close ups of individual items but photographs of entire rooms. The photographs show that the rooms all look clean. Both parties agree that the stove/oven was not on wheels or rollers.

Witness M.M. testified that the floors were the only clean thing at the subject rental property when he completed repairs. Witness M.M. testified that the walls had writing on them, the vents were full of crap and there were stickers on the windows.

Floor register

The landlord testified that the heat vents (registers) in the subject rental property were two years old when the tenants moved in and were in good condition. The landlord testified that the tenants broke two heat vents during their tenancy. The landlord entered into evidence a receipt for floor vents in the amount of \$19.24 plus tax (\$21.56).

Tenant B.P. testified that the vents were made of plastic and broke due to reasonable wear and tear. Tenant B.P. testified that the vents were not broken when they moved in.

Bath bar repairs

The landlord testified that the tenants broke the towel bar in the bathroom. The landlord entered into evidence a receipt for a bath bar in the amount of \$25.12 plus tax (\$28.14). Tenant B.P. testified that he did not break the towel bar and that there was no towel bar

in the bathroom when they moved in. The landlord testified that there was a towel bar but it was missing when the tenants moved out.

The landlord testified that there were holes in the wall where the towel bar used to be and that she purchased white pebbles in the amount of \$7.98 plus tax (\$8.93) to try to cover the holes but it did not work. The landlord testified that she purchased a product called brush foam to fill in the holes. The landlord entered into evidence a receipt for brush foam in the amount of \$1.70 plus tax (\$1.90).

Loss of rental income for June 2019

Both parties agree the tenants provided one month's written notice to end tenancy. The landlord testified she is claiming loss of rental income for June 2019 because the tenants left the subject rental property in an unrentable condition which required many repairs.

Tenant B.P. testified that the subject rental property was in substantially the same condition on move out as on move in and that any deterioration in the subject rental property was the result of regular wear and tear. Tenant B.P. testified that the landlord is not entitled to recover rent for June 2019 for repairs the tenants were not responsible for.

Tenant's Claim

Tenant B.P. withdrew the tenants' claim for \$1,000.00 for landlord's failure to restore heating in a timely manner.

Tenant B.P. testified that the tenants are seeking \$2,878.56 for loss of value to the tenancy. The tenant testified that the subject rental property has two bathrooms, the main bathroom contains a bathtub, sink and toilet. The other bathroom is an en suite bathroom to the master bedroom and contains a sink and toilet.

Tenant B.P. testified to the following facts. Since August 2017 the tenants have had to be overly cautious about water getting on the bathroom floor. In August 2017 the tenants began to receive complaints from the rental unit below them about water staining on the ceiling and water dripping into the lower unit whenever the tenants left water on the bathroom floor.

Both parties agree that the landlord, after receiving complaints from the lower unit, landlord asked the tenants to be careful not to let water accumulate on the floor. Both parties agree that the landlord told the tenants that it was their responsibility to keep the floor free of water. Both parties agree that after the tenants kept the floor of the main bathroom dry, no further leaks into the lower unit occurred.

Tenant B.P. testified that as a result of the complaints they received from the lower unit, they had to take extra precautions to ensure that no water was on the floor. The tenants are seeking \$50.00 per month from August 2017 to the end of this tenancy for this inconvenience, for a total of \$1,050.00.

Tenant B.P. testified to the following facts. The toilet in the en suite started leaking in October 2018 and the tenants started getting complaints from the lower unit that every time they flushed the toilet, water would drip into the lower unit. The tenants informed the landlord of the leak via WhatsApp on September 20, 2018 but the landlord refused to fix the leak. The tenants stopped using the bathroom to prevent leaks from occurring in the unit below. The tenants are seeking a monetary award in the amount of \$1,828.56 for loss in the value of the tenancy from October 2018 to May 2019, which equates to \$228.57 per month.

The landlord testified to the following facts. The tenants initially told her verbally that the en suite toilet was leaking in April 2018 but that a relative of theirs fixed the problem. Later, the tenants informed her via WhatsApp that the toilet was leaking again. The landlord attended at the subject rental property to inspect the leak and found that the tenants had cracked the tiles surrounding the toilet which broke the wax seal around the toilet, causing the leak. The landlord informed the tenants that since they caused the damage, they would have to repair it. Tenant N.Y. agreed to repair the damage before moving out.

Analysis

Section 67 of the *Act* states:

Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the tenant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

I find that the move in condition inspection report entered into evidence is of no probative value as it was not completed by either party.

Painting

The landlord testified that the walls were in good shape when the tenants moved in. The landlord did not provide any evidence to support her testimony of the move in condition of the walls at the subject rental property. Tenant B.P. testified that the walls were in poor condition when they moved in and that they did not damage the walls. I find that the landlord has not proved, on a balance of probabilities, that the tenants damaged the walls because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the walls. I therefore dismiss the landlord's claim for painting.

Vinyl floor repair

The landlord testified that the vinyl floors were in good condition when the tenants moved in. The landlord did not provide any evidence to support her testimony of the move in condition of the vinyl floors at the subject rental property. Tenant B.P. testified that the vinyl floor at the subject rental property were old and in poor condition when they moved in and any damage to the floors resulted from regular wear and tear. I find that the landlord has not proved, on a balance of probabilities, that the tenants damaged the vinyl floors because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the vinyl flooring. I therefore dismiss the landlord's claim for vinyl flooring.

Replace floor divider

Both parties agreed that the tenants broke two flooring divider strips at the subject rental property. Tenant B.P. testified that this resulted from regular wear and tear.

Residential Tenancy Policy Guideline #1 states that the tenant is not responsible for reasonable wear and tear to the rental unit or site. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

Residential Tenancy Policy Guideline #40 is a general guide for determining the useful life of building elements for considering applications for determining damages which the director has the authority to determine under the Residential Tenancy Act. Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances. To determine if the dividers broke due to regular wear and tear, the landlord must prove the age of the dividers.

The landlord testified that the flooring dividers were two years old when the tenants moved in, Tenant B.P. testified that the dividers were much older than two years old when they moved in. In order to determine if the useful life of the dividers had expired, the landlord must prove, on a balance of probabilities, the age of the dividers so a life calculation can be completed. I find that the landlord has not proved, on a balance of probabilities, the age of the dividers when the tenants moved in. I therefore cannot

complete a useful life calculation. I find that the landlord has not proved the value of the damage or loss suffered. I therefore dismiss the landlord's claim for the floor dividers.

Repair blinds

The landlord testified that the blinds were in good condition when the tenants moved in. The landlord did not provide any evidence to support her testimony of the move in condition of the blinds at the subject rental property. Tenant B.P. testified that the blinds were broken and bent when they moved in and that they did not damage the blinds. I find that the landlord has not proved, on a balance of probabilities, that the tenants damaged the blinds because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the blinds. I therefore dismiss the landlord's claim for blinds.

Repair ceiling fan

The landlord testified that the ceiling fan was in good condition when the tenants moved in. The landlord did not provide any evidence to support her testimony of the move in condition of the ceiling fan at the subject rental property. Tenant B.P. testified that the ceiling fan was broken when they moved in and that they did not damage the ceiling fan. I find that the landlord has not proved, on a balance of probabilities, that the tenants damaged the ceiling fan because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the ceiling fan. I therefore dismiss the landlord's claim for repairing the ceiling fan.

Replace bathroom vanity

The landlord testified that the vanity in the main bathroom at the subject rental property was two years old when the tenants moved in and was in good condition. Tenant B.P. did not dispute the above testimony.

Both parties agreed that the crack in the vanity sink developed during the tenancy. Tenant B.P. testified that the crack developed due to regular wear and tear.

Residential Tenancy Branch Policy Guideline #40 states that the useful life of a sink is 20 years (240 months). Based on the above I find that the crack in the sink did not develop due to regular wear and tear. I accept the landlord's undisputed testimony that the sink was two years old when the tenants moved in. Therefore, at the time the tenant moved out, there was approximately 161 months of useful life that should have been left for the sink. I find that since the sink required replacing after only approximately 79 months, the tenants are required to pay according to the following calculations:

$\$260.95 \text{ (cost of sink, labour and installing materials)} / 240 \text{ months (useful life of sink)} = \$1.09 \text{ (monthly cost)}$

$\$1.09 \text{ (monthly cost)} * 161 \text{ months (expected useful life of sink after tenants moved out)} = \mathbf{\$175.49}$

Repair bathroom door

The landlord testified that the bathroom door was in good condition when the tenants moved in and would not close when the tenants moved out. The landlord did not provide any evidence to support her testimony of the move in condition of the bathroom door at the subject rental property. Tenant B.P. testified that the bathroom door was broken when they moved in. I find that the landlord has not proved, on a balance of probabilities, that the tenants damaged the bathroom door because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the bathroom door. I therefore dismiss the landlord's claim for repairing the bathroom door.

Replace wax toilet ring

The landlord testified that the tiles around the toilet in the bathroom at the subject rental property were in good condition when the tenants moved in and the wax toilet ring was intact and did not leak. Tenant B.P. did not dispute the above testimony. I accept the landlord's undisputed testimony that the tiles were two years old when the tenants moved in.

Both parties agreed that the cracks in the tile around toilet developed during the tenancy. Tenant B.P. testified that the cracks developed due to regular wear and tear.

Residential Tenancy Branch Policy Guideline #40 states that the useful life of tile flooring is 10 years (120 months). Based on the above I find that the crack in the tiles did not develop due to regular wear and tear. I accept the landlord's undisputed testimony and the testimony of witness M.M. that the cracked tiles caused the wax toilet ring to fail. I therefore find that the tenants are responsible for the cost of repairing the wax seal in the amount of \$105.63.

Cleaning and rent for June 1, 2019

Section 37 of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Residential Tenancy Policy Guideline #1 states:

- if the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it;
- at the end of the tenancy the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, wipe out the inside of the dishwasher; and
- the tenant is responsible for cleaning floor and wall vents as necessary

Based on the photographic evidence and the testimony of both parties, I find that the subject rental property was reasonably clean except for a few areas including the floor vents, the interior of the washing machine and the sticker on the faucet (non-exhaustive list). I find that the stove was not on rollers and it was therefore the landlord's responsibility to pull it out and clean it. I find that requiring the tenants to pull out drawers and clean the underside goes beyond the scope of regular cleaning required by the *Act*. I find that the majority of the photographs of the landlord are close up images showing dirt. I find that this level of inspection goes beyond what is reasonable. I find that the tenants are not responsible for all 13.5 hours of cleaning per my above finding. Nonetheless, I find that the landlord has suffered a loss as a result of the tenants failing to properly clean the subject rental property.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I award the landlord \$80.00 in nominal damages.

As both parties agreed that the tenants owe the landlord \$53.00 for June 1, 2019's pro-rated rent, I find that the tenants owe the landlord \$53.00.

Floor register

The landlord testified that the floor registers at the subject rental property were two years old and in good condition when the tenants moved in. Tenant B.P. did not dispute the above testimony.

Both parties agreed that two floor registers broke during the tenancy. Tenant B.P. testified that the registers broke due to regular wear and tear.

Residential Tenancy Branch Policy Guideline #40 does not provide a useful life for registers and neither party provided submissions as to the useful life of the registers. Based on the above I find that I cannot complete a useful life calculation. I find that the landlord has not proved, on a balance of probabilities, the age of the registers when the tenants moved in. I therefore cannot complete a useful life calculation. I find that the landlord has not proved the value of the damage or loss suffered. I therefore dismiss the landlord's claim for the registers.

Bath bar repairs

The landlord testified that the bath bar was installed and in good condition when the tenants moved in and was missing when the tenants moved out. The landlord did not provide any evidence to support her testimony of the move in condition of the bath bar at the subject rental property. Tenant B.P. testified that the bath bar was missing when the moved in. I find that the landlord has not proved, on a balance of probabilities, that the tenants removed the bath bar because the testimony of the parties is discordant and the landlord has not provided supporting documents, such as a move in condition inspection report, to establish the move in condition of the bath bar. I therefore dismiss the landlord's claim for replacing and repairing the bath bar.

Loss of rental income for June 2019

Based on my findings in this decision, I find that the landlord has not proved, on a balance of probabilities, that the majority of the damage to the subject rental was

caused by the tenants. I therefore find that the landlord is not entitled to recover loss of rental income for June 2019 in the amount of \$1,600.00.

Tenant's Monetary Claim

Section 65(1)(f) of the Act states that without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

Section 32(1)-(3) of the Act states:

32 (1)A landlord must provide and maintain residential property in a state of decoration and repair that

(a)complies with the health, safety and housing standards required by law,
and

(b)having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3)A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I find that the tenants are not entitled to a monetary award for the precautions they took to keep water off the bathroom floor. I find that it was the tenants' responsibility, pursuant to section 32(2) of the Act to prevent flooding damage and keep the property in reasonable condition.

I dismiss the tenants' monetary claim for loss of the value of the tenancy for the leaking en suite toilet as I have already determined that the tenants caused the damage. Pursuant to section 32(3) of the Act, the tenants are responsible for repairing damage to the rental unit that is caused by their actions or neglect.

Filing fees

As the tenants were not successful in their application for dispute resolution, I find that they are not entitled to recover the \$100.00 filing fee from the landlord, pursuant to section 72 of the *Act*.

As the landlords were successful in their application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

Conclusion

I issue a Monetary Order to the landlord under the following terms:

Item	Amount
Replace bathroom vanity	\$175.49
Replace wax toilet ring	\$105.63
Cleaning	\$80.00
Per diem rent for June 1, 2019	\$53.00
Filing fee	\$100.00
Total	\$514.12

The landlord is provided with this Order 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: April 26, 2020

Residential Tenancy Branch