



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 9, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenant's security deposit in satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she personally served the Tenant with the Notice of Dispute Resolution Proceeding and all her evidence, in one package, on January 23, 2020. I find the Landlord sufficiently served the Tenant with the required documents, the same day it was personally delivered to the Tenant at her place of residence, January 23, 2020.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to 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.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?

Background and Evidence

The Landlord explained that the Tenant lived in the rental unit from 2014, until January 2019, and during this time, she completely destroyed parts of the home. The Landlord confirmed that she holds \$450.00 as a security deposit. The Landlord stated that the Tenant was an extreme hoarder, and had several cats, and children. The Landlord explained that the children flushed toys down the toilet, punched holes in the walls, and the cats urinated and defecated all over the house. The Landlord stated that the damage, the aroma, and the filth was extreme. The Landlord stated that the house was in very good condition at the start of the tenancy, as per the condition inspection report, as the unit was painted and renovated in 2011.

The Landlord stated that it took her around a month to fix the house up, and given their location, they had to complete much of the work on their own, to expedite the repairs, and to save money. However, the Landlord is not seeking lost rent, just reimbursement for some of the hourly labour they had to invest to fix the unit up. The Landlord is seeking an hour rate of \$25.00 for the hours she and her husband put in to remediate the unit.

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and a condition inspection report to support the following items. The Landlord stated she has receipts for each of the items, although they were not uploaded in time for the hearing. The Landlord offered to upload copies of the receipts. However, this decision was made in the absence of the supporting receipts. There were 16 items in total, as follows:

1) \$2,050.00 – Carpet and Underlay

The Landlord stated that the Tenants cats soiled the carpets, and scratched holes in the underlay, such that it was not salvageable. The Landlord took photos but noted that the smell was so extreme from the cats that it was not possible to clean, as urine had soaked into the underlay. The Landlord stated it cost \$1,900.00 for the carpet materials, plus it took 6 hours for the Landlord to install (6x\$25.00/hr).

2) \$155.05 – Laminate Floor Moldings

The Landlord provided photos to show that the Tenant severely damaged several of the floor and stair moldings. The Landlord stated it cost \$100.05 for the material, plus 2 hours of labour (2x\$25.00).

3) \$285.75 - Toilet replacement

The Landlord stated that the Tenant flushed children's toys down the toilet, which could not be removed, despite their best efforts. The Landlord had to remove and replace the toilet, and found a toy lodged inside when the toilet was broken after it was removed. The Landlord stated this cost \$260.75 for the toilet, plus 1 hour labour.

4) \$95.29 – Bathroom door replacement

The Landlord explained that the Tenant's cat destroyed the bathroom door and they also punched holes in the door, which warranted the door being replaced at a cost of \$70.29, plus one hour labour to install it.

5) \$88.84 – Bathroom sink

The Landlord explained that the Tenants took a full functioning sink and removed the drain assembly, and the sink was draining into a bucket at the time they moved out. The Landlord stated the sink drain assembly required replacement at a cost of \$63.24 plus one hour labour.

6) \$208.83 – Master Bedroom Closet doors

The Landlord stated that the Tenant removed the doors to the closet, and put them outside, where the elements ruined them. The Landlord stated that they were stored out in the snow, and were no longer salvageable. The Landlord replaced these doors at a cost of \$183.83, plus one hour to labour.

7) \$186.62 - Downstairs bedroom door

The Landlord stated that the Tenant's son installed a lock on his bedroom door, which ruined the trim, and he also punched holes in the door itself, which could not be repaired. The Landlord replaced this door and trim at a cost of \$161.62, plus one hour labour.

- 8) \$176.02 – Downstairs bedroom walls
- 9) \$97.64 – Downstairs bedroom ceiling tiles
- 10) \$43.59 – Downstairs closet door repair

The Landlord stated that the Tenant's son punched holes in several spots in the walls, the closet door and the ceilings in the downstairs bedroom. The Landlord used a drywall repair kit at a cost of \$101.02, plus it took 3 hours labour to repair the drywall holes. The Landlord also had to replace a few ceiling tiles in the same bedroom, as some of them had holes punched in them. The Landlord is seeking 2 hours labour to replace the ceiling tiles, plus \$47.64 for the cost of the tiles. The Landlord is also seeking \$18.59 for the cost of the closet door patch kit, plus one hour labour to repair it.

- 11) \$177.58 – Closet and door painting

The Landlord stated that although the unit has not been painted in over 8 years, they had to repaint due to the Tenants extreme damage, due to all the holes. The Landlord is asking for the paint costs for these doors, \$77.58, plus 4 hours labour to repaint.

- 12) \$253.61 – Basement floor and wall painting

The Landlord explained that the basement area has concrete floors and walls in some areas, and these surfaces required special odour sealing paint to eliminate the cat urine and feces smell. The Landlord is seeking \$153.61 for the cost of the special paint, plus 4 hours labour.

- 13) \$43.59 – Kitchen cupboard repair

The Landlord explained that the Tenant put a hole in one of the kitchen cabinet doors, and rather than replace it, they bought a patch kit to repair the hole. The Landlord stated this kit cost \$18.59, plus they are seeking one hour labour charges.

- 14) \$12.09 – Floor registers

The Landlord stated that there were no missing floor vent covers at the start of the tenancy, but somehow the Tenant lost or ruined 2 of them. The Landlord is seeking to recover \$12.09 for these items.

15) \$138.12 – Front window repair

The Landlord stated that the Tenant broke one of the front window panes, and they are seeking \$113.12 for the cost of the replacement glass pane, plus one hour labour.

16) \$625.00 – Cleaning

The Landlord stated that it took well over 25 hours to clean up the rental unit after the Tenant left. The landlord explained that with all the cat smell, the years worth of debris, the hoarding, and the garbage left behind, it took 25 hours at least to clean up the debris both inside the house and in the yard, plus clean all the surfaces, the walls, window ledges, appliances etc.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused significant damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are very reasonable considering the multitude of issues left behind. I also find the Landlord's labour estimates are reasonable for each item, as is her hourly rate (\$25.00/hr). I award all of the items listed above, in full.

Further, I note that, although there is a policy guideline regarding what the useful life expectancy is of building materials (things such as cabinets, interior painted surfaces etc), this is only a guideline for determining residual value of an item that requires replacement. I decline to factor in the useful life expectancy of each of the above items based on the policy guidelines, given the egregious nature of the damage, and the extent of the mess. I find the Landlord is entitled to the full amounts she is seeking.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her

application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to \$4,924.02 for the items above. I authorize the Landlord to retain the security deposit, in full, to offset the above amount, which leaves an amount owing by the Tenant of \$4,474.02. A monetary order will be issued for this amount.

Conclusion

The Landlord is granted a monetary order in the amount of **\$4,474.02**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: June 9, 2020

Residential Tenancy Branch