



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes      MND MNDC FF

### Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 2:30 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on October 28, 2018, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to both the tenants by registered mail to a forwarding address provided by the tenants. The landlord provided registered mail receipts and tracking number in support of service. The tenant T.S. signed accepting receipt of both packages.

The original hearing was adjourned by way of an Interim Decision dated April 9, 2020. The tenants did not attend the original hearing either. The landlord testified that she also served the tenants with the reconvened hearing notice by registered mail on April 21, 2020 along with her resubmitted evidence package. The landlord provided registered mail tracking numbers during the hearing (RN483696145CA and RN483696137CA). The reconvened hearing notice was also sent to the tenants directly by the Residential Tenancy Branch.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution, original and reconvened Notices of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

### Issues

Is the landlord entitled to a monetary award for damage and/or loss?

Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This tenancy began on November 1, 2018. The rental unit was a house the landlord described as brand new. The parties entered into a one-year fixed term lease which was set to expire on October 31, 2019. The tenancy ended early and the tenants moved out May 31, 2019 and vacated all possessions by June 30, 2019.

The tenants paid a security deposit of \$875.00 and a pet deposit of \$875.00 at the start of the tenancy. In a previous decision dated September 30, 2029, the landlord was authorized to retain the tenants deposits due to offset unpaid rent.

The landlord submitted a “monetary order worksheet” which provides a breakdown of the landlord’s claims totaling \$16,856.78. The landlord’s submission and testimony for each of these items is summarized as follows:

Item #1, #2 and #3 – The landlord is claiming approximately \$8000.00 as compensation for damages for the fridge, stove and dishwasher. The landlord testified the appliances were new at the start of the tenancy but were left dented and scratched. The fridge drawer was missing and the stove inside was scorched and covered with melted plastic. The landlord submitted pictures in support. The landlord submitted the original invoice costs of the appliances. The landlord is claiming a prorated cost based on the estimated lifespan of each appliance. The landlord based the prorated cost on the original cost minus the one year the appliances was used for. The landlord is therefore essentially asking for the appliances to be replaced less the one years prorated use.

Item #4 – The landlord is claiming \$1523.02 for expenses related to the replacement of 16 sheets of vinyl siding. The landlord testified the siding was left partly melted and warped. The landlord submits the tenants somehow overheated the siding. The landlord also claimed the tenants put holes in the siding to install satellites to the side of the house. Pictures were submitted in support as well as receipts for the original cost of the siding and an estimate to replace the damaged pieces. The landlord testified that she has some

extra siding leftover and needs to purchase 10 additional sheets. According to the original receipt, the cost per sheet of siding is \$9.99.

Item #5 – The landlord is claiming \$789.69 for water damage caused to the under sink cabinet. Pictures were submitted in support. The landlord testified the tenants did not report the leak. A receipt for the original cabinet cost was submitted.

Item #6 – The landlord is claiming \$90.70 for under sink lighting and \$40.00 for a pot light. The landlord testified the lighting under the sink cabinet was damaged due to water damage not reported by the tenants and a pot light was not working. The landlord submitted pictures and receipts.

Item #7- The landlord is claiming \$125.43 in advertising costs for attempting to re-rent the unit. The landlord claims the tenants broke the fixed term lease early.

Item #8 – The landlord is claiming mail costs related to the previous dispute application.

Item #9- The landlord is claiming \$200.00 in cleaning expenses. The landlord testified the unit was not left clean as the appliances were very dirty and there were dust bunnies all over. The landlord submitted pictures in support and a cheque as proof of payment to cleaners.

Item #10 – The landlord is claiming a total of \$363.66 for repairs to the countertop due to water damage and miscellaneous expenses for supplies to do patch work and caulking to vinyl decking and paint and patch walls. Pictures were submitted of the damage to the countertop which the landlord submits was dented, gauged and warped. Receipts were also submitted.

Item #11 and 12 – The landlord is claiming a total of \$570.00 paid to people to help her do the repair work. No receipts were provided.

Item #13 – The landlord is claiming \$5000.00 in aggravated damages for mental distress, wages and travel expenses to the rental unit to do repair work and advertise and stage the unit for Airbnb.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Item #1, #2 and #3 – I find the landlord's claim for the original cost of the appliances less one year of prorated use is not reasonable. The appliances are all still operational. I find the landlord did suffer a loss in value as a result of the scratches, dents, broken fridge drawer and uncleanness of the stove inside. As it is difficult to otherwise quantify this loss, I award the landlord the nominal amount of \$200.00 per appliance for a total award of **\$600.00**.

Item #4 – The landlord submitted an original receipt for the siding which reflects a cost of \$9.99/sheet. The landlord testified she only needs to purchase 10 additional sheets and a total of 16 need to be replaced. I accept the landlord's undisputed testimony and supporting evidence of pictures and find the tenants caused damage the siding. However, I find the amount claimed by the landlord for this loss to be unreasonable. The landlord only submitted an online calculator as an estimate and did not submit an actual quote for the repair work nor has she had the repair work completed. I find the landlord did suffer a loss but as it is difficult to otherwise quantify this loss without a reliable estimate, I award the landlord the nominal amount of **\$300.00** which includes the cost of purchasing additional siding.

Item #5 – I find the pictures submitted by the landlord do not clearly reflect that the under sink cabinet was damaged to the extent of needing to be replaced. The landlord only submitted an original invoice and no receipt or estimate for the repair work required.

Item #6 – The landlord is awarded **\$90.70** for under sink lighting as claimed. I accept the landlord undisputed testimony that this lighting was damaged by water and needed replacing. The landlord submitted a receipt for replacement cost. The landlord's claim for the pot light is dismissed as the landlord presented insufficient evidence that this was due to damage caused by the tenants.

Item #7- The landlord is awarded **\$125.43** as claimed for advertising costs as the tenants broke the fixed term lease early.

Item #8 – The landlord claim for mail costs is dismissed. The Act does not provide for the recovery of claim related costs aside from the filing fee.

Item #9- The landlord is awarded **\$200.00** in cleaning expenses as claimed. The pictures support the rental unit was not left clean and the landlord submitted proof of this loss.

Item #10 – The landlord is awarded a total of **\$363.66** for repairs to the countertop and miscellaneous expenses as claimed. The pictures support this damage and receipts were also submitted.

Item #11 and 12 – The landlord's claim for additional money paid to helpers is dismissed as no receipts were provided in support.

Item #13 – The landlord's claim for aggravated damages is dismissed. The tenants are not responsible for the landlord's choice to travel back and forth to the rental unit location rather than hire a property manager in the vicinity. The tenants are also not responsible for the landlord's choice to stage the unit for Airbnb.

The landlord has established an entitlement to a total award of **\$1,679.79**.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of **\$1,779.79**.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of **\$1,779.79**. 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: June 30, 2020

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Residential Tenancy Branch