



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL MNRL MNDCLS FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) a monetary order for \$4,600.00 for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the tenant's security deposit and pet damage deposit towards any amount owing, and to recover the cost of the filing fee.

The landlords attended the teleconference hearing and gave affirmed testimony. During the hearing the landlords were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated June 5, 2020 (Notice of Hearing), application and documentary evidence were considered. The landlords testified that the Notice of Hearing, application and documentary evidence were served on the tenant by email on June 7, 2020, which is permitted under Director's Order related to email service due to the COVID-19 pandemic (Director's Order). As per the Director's Order, I find that the tenant was served 3 days after June 7, 2020, which was June 10, 2020. Given the above, I find this application to be unopposed by the tenant as I find the tenant was duly served as of June 10, 2020 and did not attend the hearing.

Preliminary and Procedural Matters

Firstly, at the outset of the hearing, the landlords required to reduce their monetary claim from \$4,600.00 to \$3,260.85, which I find does not prejudice the tenant. As a

result, I allow the reduction in the landlords' monetary claim to \$3,200.85 pursuant to section 64(3)(c) of the Act.

Secondly, the landlords confirmed the email addresses for both parties at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will be emailed to the tenant at the email address provided by the landlords in their application and confirmed during the hearing.

Issues to be Decided

- Are the landlords entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit and pet damage deposit under the Act?
- Are the landlords entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

The landlords provided a copy of both tenancy agreements in evidence. The first tenancy agreement began on November 1, 2016 and reverted to a month to month tenancy after October 31, 2017. On June 1, 2018, the parties entered into another fixed-term tenancy, which reverted to a month to month tenancy after May 31, 2019. The monthly rent during the tenancy was \$1,300.00, which the landlords testified was never increased. The landlords stated that the tenant paid a security deposit of \$650.00 and a pet damage deposit of \$325.00 at the start of the tenancy, which total \$975.00 in combined deposits (combined deposits).

The landlords' reduced monetary claim of \$3,260.85 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Rekeying locks	\$101.35
2. Fixing drywall	\$304.50
3. Kitchen countertops repair	\$900.00
4. Repainting – 4 rooms plus supplies	\$150.00
5. Blind replacement due to cat damage	\$290.00
6. Broken showerhead	\$40.00
7. Electrical outlets	\$40.00

8. Cover for exterior water connection	\$35.00
9. Unpaid/loss of March 2020 rent	\$1,300.00
10. Filing fee	\$100.00
TOTAL	\$3,260.85

Regarding item 1, the landlords have claimed \$101.35 to rekey the locks of the rental unit due to the tenant failing to provide their rental unit keys at the end of the tenancy. In support of this item the landlords presented the receipt for rekeying in the amount of \$101.35.

Regarding item 2, the landlords have claimed \$304.50 to repair a hole that they stated the tenant kicked in a wall inside the rental unit. The landlords testified that the damage occurred during the tenancy, and that the landlords stated they repaired the hole before the tenant vacated the rental unit and provided a receipt in support of this portion of their claim.

Regarding item 3, the landlords have claimed \$900.00 to repair the edge of the countertops that the landlords stated was damaged by the child of the tenant, who was hanging off the end of the countertops caused the tiled edge to break off. The landlords presented a photo of the countertops that the landlords stated was taken at the start of the tenancy and compared that photo to the after photo showing the edge of the countertops broken and marker drawings on the grout lines of the tiled countertops, which the landlords stated was drawn by the tenant's child and was negligent.

The landlords stated that they received a quote for \$900.00 to repair the damaged countertops, and instead, made the decision to upgrade to quartz countertops; however, are not charging the tenant for the landlords' decision to upgrade to quartz, which cost the landlords \$1,800.00. The landlords presented a quote for \$900.00 from a countertop company in evidence in support of this item.

Regarding item 4, the landlords have claimed \$150.00 in paint supplies to repaint four rooms that the tenant first painted purple and then green, without the permission of the landlords. The landlords stated that they are not charging the tenant for labour to account for any depreciation; however, reinforced that the tenant painted without permission and did a sloppy job by painting over electrical outlets, light switches and baseboards. In addition, the landlords testified that they reduced the amount of the paint cost by using their discount at a local paint store, instead of paying full price for the paint and supplies.

Regarding item 5, the landlords have claimed \$290.00 to repair damaged blinds, that the landlords stated were damaged by the tenant's cat. The landlords presented a photo, which appears to show pet damage on the blinds.

Regarding item 6, the landlords have claimed \$40.00 to replace a broken showerhead that would not spray water at the end of the tenancy as it was broken. The landlords stated that they could not use the showerhead in the condition that the tenant left the showerhead in as it would no longer spray water.

Regarding item 7, the landlords have claimed \$40.00 for the cost to replace several electrical outlets that the tenant ruined by painting over them at least twice. The landlords testified that they are not charging for the labour to replace the electrical outlets, as an electrician friend assisting them to change the outlets; however, due to the sloppy paint job, the landlords are seeking the cost for the outlets themselves as there was paint inside the actual holes of the outlet.

Regarding item 8, the landlords have claimed \$35.00 to replace the interior cover of the outside water shut off valve. The landlords presented a photo of an obviously missing cover where a cover used to be, and testified that they have no idea why the tenant would remove such a panel, but that a new panel cover was needed to cover the water shut off valve, which is designed to shut off water to the outside.

Regarding item 9, the landlords are claiming for unpaid/loss of March 2020 rent in the amount of \$1,300.00. The landlords testified that the tenant sent a text on February 20, 2020 stating that they were moving out and vacated on March 1, 2020, causing the landlords to lose rent for March 2020. The landlords affirmed that the tenant failed to provide proper one month notice under the Act.

The landlords are also seeking to retain the tenant's security deposit, pet damage deposit and to recover the cost of the filing fee.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlords provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. As a result, I find the landlords' reduced monetary claim is

fully successful in the amount of **\$3,260.85** as indicated above and includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlords' application is successful. I have considered the undisputed testimony of the landlords and that the application was unopposed by the tenant.

I find the tenant breached section 26 of the Act by failing to pay \$1,300.00 for March 2020 rent and that the tenant breached section 45(1) of the Act by failing to provide proper written one-month notice on the landlords no later than January 31, 2020, to be able to vacate at the end of February 2020. I also find the tenant remained in the rental unit on March 1, 2020, which is one day later than the end of February 2020.

I also find the tenant breached section 37 of the Act that requires the tenant to leave the rental unit reasonably clean and undamaged, less reasonable wear and tear. I find the damage caused by the tenant was neglectful and exceeds reasonable wear and tear.

As the landlords continue to hold the tenant's combined deposits of \$975.00, I authorize the landlords to retain the tenant's full \$975.00 in combined deposits to offset the \$3,260.85 amount owed, and I grant the landlords a monetary order pursuant to section 67 of the Act, for the balance owing by the tenant to the landlords of **\$2,285.85**.

I caution the tenant to comply with sections 26, 37 and 45(1) of the Act in the future.

Conclusion

The landlords' reduced monetary claim is fully successful.

The landlords have established a total monetary claim of \$3,260.85 and have been authorized to retain the tenant's full combined deposits of \$975.00. The landlords have also been granted a monetary order pursuant to section 67 of the Act, in the balance owing by the tenant to the landlords of \$2,285.85.

Should the landlords require enforcement of the monetary order, the landlords must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to both parties.

The monetary order will be emailed to the landlords only for service on the tenant.

The tenant has been cautioned as noted above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 14, 2020

Residential Tenancy Branch