



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MND MNR 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 18, 2020, August 10, 2020, and September 17, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The Landlord was present at all 3 hearings, along with her legal counsel. The Tenant attended the first two hearings but did not attend the third hearing. All parties provided testimony. The Tenant confirmed that her forwarding address the Landlord sent her mail to was the forwarding address she gave to the Landlord. The Landlord provided proof of mailing to show she sent the Tenant her Notice of Hearing by registered mail on January 29, 2020. Although the Tenant denies getting this package, I find she is deemed served with the package, 5 days after it was mailed, on February 3, 2020, pursuant to section 90 of the Act.

The Tenant confirmed receipt of the Landlord's evidence and amendment on May 31, 2020. I find the Landlord sufficiently served all of her packages to the Tenant.

The Landlord confirmed receipt of the Tenant's evidence on June 11, 2020. I find the Tenant sufficiently served her evidence for the purposes of this application, pursuant to section 71(2) of the Act. Although the Landlord stated she did not have very much time to review the Tenant's evidence, she was willing to proceed and did not take issue with

the service of the Tenant's evidence. Both parties were prepared and willing to discuss all the issues and evidence.

Both parties were 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 a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Background and Evidence

Both parties agree that:

- monthly rent was \$2,347.00 (\$2,147.00, plus \$200.00 for utilities) which was due on the first of the month.
- The Landlord holds a security deposit in the amount of \$1,000.00 and a pet deposit in the amount of \$1,000.00.
- The Tenant lived in the unit for around 4 years.
- A move-in inspection was done on December 1, 2015, which both parties were present for. Both parties signed that document on move-in.

The Tenant stated that on December 1, 2019, she gave her written Notice that she would be vacating the rental unit to the Landlord. The landlord confirmed she received it that same day, but took issue with it because the Tenant wanted to end the tenancy effective December 31, 2019, which was not proper notice. The Tenant provided another notice to the Landlord on December 30, 2019, stating that she would be out by the end of January 2020. The Tenant moved out on January 10, 2020.

The Tenant stated she gave the Landlord \$1,000.00 on January 1, 2020, but did not pay her full month's rent because she was only going to stay there part of the month. The Tenant confirmed she was given her first opportunity to conduct the move-out inspection on January 12, 2020, at 9:30 am. The Tenant initially agreed to the time, but asked to reschedule because the time no longer worked for her. The Landlord gave the

Tenant a Notice of Final Opportunity for Inspection on January 12, 2020, in person. The final opportunity was offered for the following morning. The Tenant stated she was not sure if she would be able to make it but thought she could have an agent attend on her behalf if she was unable to go, so she accepted the second time offered. The Tenant stated that she sent a text message about an hour before the inspection was set to occur stating that neither she, nor her agent, would be there. The Landlord stated that she waited from 11:30 am until 11:50 am, and although the Tenant had not appeared yet, she conducted the inspection and completed the report in her absence. As a result, the Tenant was not present for the inspection and did not sign it.

The Landlord is seeking several monetary items as follows:

1. \$202.00 – Move out cleaning
2. \$210.00 – Move out cleaning

The Landlord stated that the Tenant didn't clean the house prior to vacating. The Landlord pointed to the condition inspection report (move-out portion) to show that almost every line item had noted dirty or damaged portions, which were not present at the start of the tenancy. The Landlord stated that the house was around 1800 square feet and due to the mess, the Landlord had to hire a cleaner, twice, to come and clean, and remove garbage. The Landlord also had to do cleaning of her own, but this item is only for paid professional cleaning.

The Landlord provided two invoices, for the above amounts, one dated January 14, 2019, and the other dated January 18, 2019. Each invoice was for around 5 hours of cleaning, plus a garbage charge, for getting rid of items left behind by the Tenant.

The Tenant feels that the Landlord has exaggerated the severity of the mess, but acknowledged that she did not do a proper full cleaning of the house prior to moving out. The Tenant also acknowledged that she had 2 dogs and didn't clean the carpets prior to moving out.

3. \$184.59 – Dry-cleaning of drapes

The Landlord stated that the drapes were cleaned at the start of the tenancy but when the Tenant left, she did not clean them, despite having 2 dogs for a few years. The Landlord stated that the drapes are shown in the photos she took, but it appears they are only shown in the background of more generalized photos. The Landlord feels the Tenant should have cleaned the drapes as there was dog hair and dander over them.

The Tenant stated that the drapes were not visibly dirty, and she does not feel this is an amount she is responsible for. The Tenant stated she was unaware she was responsible for cleaning the curtains in the living area.

4) \$916.35 – Carpet Replacement

The Landlord stated that the carpets were around 7 years old at the end of the tenancy, and the carpets in the den, and the bedroom were so dirty after the Tenant left, that even after being professionally cleaned twice, they had to be taken out and replaced. The Landlord stated that there were pieces of carpet missing and portions where the Tenants pets had damaged. The Landlord stated that these carpets were clean at move-in, but were dirty at the end, as per the move-out inspection and the photos. The photos show missing portions of carpet and significant staining both before and after attempted cleaning.

When asked to explain how this amount was calculated, the Landlord explained that she took the average of two quotes she received for the carpet replacement. Both quotes were uploaded and one was for \$1,017.89, and one was for \$576.00. During the hearing, the Landlord was unable to explain how she arrived at \$916.35 for the estimate for the cost to replace the carpets, since the amount she is seeking is not the average of the two quotes. The Landlord admitted her calculation may have been off for this item.

The Tenant acknowledges that the carpets were dirty and there was some damage, but she does not feel they required replacement.

5) \$4,452.78 – Hardwood flooring refinishing

The Landlord stated that the floors are damaged as a result of the Tenant's dogs, and this amount represents an estimate for the flooring refinishing, which has not yet been done. The Landlord pointed to the condition inspection report to show that the floors were in good shape at the start of the tenancy, but at the end of the tenancy. The move-in portion of the condition inspection report shows that although much of the hardwood flooring was in "good" condition, there were many scratches noted in various rooms. The Landlord stated that the scratches were much worse at the end, and the floors were no longer in good condition.

The Landlord provided a copy of two estimates from flooring companies for hardwood refinishing. The first quote was for \$5,925.56, and the second was for \$2,980.00. The

Landlord took the average of these two amounts as a reasonable estimate. The Landlord explained that the hardwood floors are original to the house (1969), but they were refinished approximately 10-11 years ago. The Landlord took some photos at the end of the tenancy showing the scratches and some of the wear and markings caused by the Tenant but did not submit any photos of the state of the floors at the start of the tenancy.

The Tenant stated that before she lived in the unit, a large “great dane” dog lived in the house, and scratched the floors. The Tenant stated that the floors were significantly scratched at the start of the tenancy and that she should not have to pay to refinish floors that are 50 years old and that were previously scratched.

6) \$834.36 – Kitchen flooring

The Landlord stated that at the start of the tenancy, there was no staining on the kitchen linoleum flooring, but at the end of the tenancy, there was a permanent 4 foot by 3 foot red colored stain near the entrance. The Landlord pointed to the condition inspection report as well as the photos taken at the end of the tenancy to support that the damage was caused by the Tenant, during the tenancy. The Landlord stated that this amount has not yet been spent, and is based on the average of two estimates, \$956.00 plus GST and \$664.91. The Landlord did not specify how old the kitchen flooring was.

The Tenant stated that she is not sure where the stain would have come from but she acknowledged that she placed an entryway door mat over this area, which was brown in color. The Tenant feels the damage may have been from sun damage, not from anything she did. The Tenant provided photos showing the presence of the interior door mat she had put down over the material area.

7) \$262.08 – Steam cleaning carpets

The Landlord pointed to the condition inspection report to show that the carpets were in good condition, overall, with minimal damage/issues noted at the start of the tenancy. The Landlord pointed to the photos she took at the end of the tenancy, and the invoice she paid for the above amount. The Landlord explained that there was extensive staining and damage from the Tenant’s dogs at the end of the tenancy, as was noted in the inspection report. The Landlord also provided photos of the carpet staining, showing the stains after the Tenant left, prior to cleaning, as well as after cleaning. The Landlord stated that the stains did not come out, despite having the company come back twice to try and clean the carpets.

The Tenant acknowledged that she did not clean the carpets, and is responsible for this amount.

8) \$200.00 – Power-wash sun deck and front porch

9) \$100.00 – Cleaning of interior and exterior windows

The Landlord stated that they hired a fellow to come and power-wash the deck and front porch due to all the snow, debris and dirt left behind on these surfaces for \$200.00. The Landlord provided some photos to show that there was some minor buildup of tree debris and dirt on the deck and porch. The Landlord also stated that they hired this same fellow to clean all of the interior and exterior windows for \$100.00. The Landlord provided copies of the invoices she paid for these items.

The Tenant stated that she kept the deck and porch reasonably clean, and she should not be responsible for this item. The Tenant stated that when she moved out, as per the photos, there was snow present, and much of the debris was just a minor buildup of foliage/outside debris which accumulated over the winter months.

10) \$1,625.00 – Interior Painting labour

11) \$647.59 – Paint cost

The Landlord explained that the rental unit was last painted in November 2015, just over 4 years prior to when the tenancy ended in January 2020, and just before this tenant moved in. The Landlord stated that at the start of the tenancy, there were only a few nail holes and minimal wall damage. However, the Landlord stated that at the end of the tenancy, there were an excessive amount of holes, some pet damage to several doors (scratches). The Landlord provided a copy of the painting invoice from the start of the tenancy, showing the walls and doors were repainted on November 27, 2015.

The Landlord pointed to a couple of photos showing picture hanging devices, nail holes, and a couple small drywall puncture holes. The Landlord also pointed to the condition inspection report from the start of the tenancy, which shows that most of the rooms (walls, trim and ceiling) had “marks”, nail holes, “trim peeling”, and scuffs on the walls. However, nothing major was noted. This initial inspection was completed on December 1, 2015.

The Tenant stated that she only put up a small number of pictures and none of what she did was excessive. The Tenant stated that there were holes in the walls at the start of the tenancy, and denies that she caused as much damage as the Landlord is alleging.

The Landlord provided receipts showing the above noted costs for materials and labour spent to repaint.

12) \$18.82 – Lighting

The Landlord explained that the kitchen “globe” light was missing completely at the end of the tenancy. The Landlord paid for this item, and provided a receipt for its replacement. The Landlord stated that this item is reflected in the condition inspection report. In the condition inspection report under kitchen lighting, it says the condition of the light was “good” at the start of the tenancy. Under the condition inspection report at the end of the tenancy the Landlord put “good” for the condition of the light, but noted that it was “dirty inside bulb”. The Landlord did not point out another portion of the move-out inspection report which speaks to this item.

The Tenant stated the light was not missing at the end and is not sure what the issue was. The Tenant stated that the light was working fine at the end.

13) \$5.43 – Dishwasher doorknob

The Landlord explained that the dishwasher doorknob was broken off, and needed replacement after the Tenant moved out. The Landlord pointed to the kitchen portion of the condition inspection report to show that the knob was broken at the end, but not at the start of the tenancy. A receipt was provided into evidence.

The Tenant stated that she is not sure how the dishwasher knob broke but feels that because the age of the dishwasher is unknown, it should be considered normal wear and tear. The Tenant stated that she believes the dishwasher is around 20 years old.

14) \$59.10 – Blinds

The Landlord explained that this amount is to replace the blinds in the 4th bedroom, and to replace the blind rod in the second bedroom. The Landlord stated she cannot recall the age of the blinds. The Landlord provided a receipt for this item, and noted the damaged blinds in the condition inspection report.

The Tenant stated that the blinds were “extremely” old and were starting to show signs of wear, especially the plastic parts. The Tenant stated she did not damage any of the blinds but given their age, some of them weren’t working particularly well anymore.

15) \$37.15 –key cutting and bathroom doorknob replacement

The Landlord explained that this item is comprised of the costs for having to recut 3 keys that were not returned at the end of the tenancy, one for the shed lock, one for the mail, and one for the “den”. The Landlord pointed to the condition inspection report to show that the keys were issued at the start of the tenancy, but were not returned at the end of the tenancy. On the Landlord’s monetary order worksheet, she listed that there were only 2 keys that were re-cut, and only two keys were noted on the receipt she provided.

The Landlord also stated that the bathroom doorknob needed replacement because it was “broken in half”. The Landlord stated that the lock in the handle of the bathroom door needed replacement and re-keying. The Landlord later stated that she was unsure about what the issue was with the bathroom door handle, exactly. During the hearing, the Landlord expressed that she would be okay only getting the key cutting costs for this item, as she could not recall the details around the bathroom doorknob. The Tenant stated she believed she returned the mail key, which the Landlord refutes.

The Tenant pointed out that the only thing listed as “broken in half” in the bathroom on the condition inspection report was the window handle, and the handle broke when being used normally. The Landlord did not specify where the bathroom doorknob was noted in condition inspection report.

16) \$193.51 – Mirrors

The Landlord stated that there were two mirrors on the wall in the master bathroom, which were present at the start of the tenancy, and were missing at the end of the tenancy. The Landlord pointed to the “ensuite” section of the condition inspection report under the “cabinets and mirrors” section. The Landlord pointed out that the cabinets and mirrors were noted to be in good condition at the start of the tenancy. The Landlord believed that this implies that there were mirrors present, and then they were noted to be missing at the end of the tenancy. The Landlord had photos showing no mirrors at the end of the tenancy, but she did not have any evidence to show they were present at the start.

The Tenant stated that there were no mirrors in the ensuite bathroom at the start, which is why there were none at the end of the tenancy. The Tenant denies removing any of the mirrors.

17) \$2.61 – Shelf Support Clips

The Landlord stated that there were clips in the closet of the master bedroom which broke as a result of the Tenant's misuse. The Landlord stated that these clips were holding up the shelf and had to be replaced at the above cost, as per the receipt.

The Tenant was asked to respond to this item, and stated that she did not care about these clips and she was willing to pay, as she may have broke them.

18) \$491.83 – Lowe's Receipt – Various Items

The Landlord explained that this receipt was comprised of 13 different items, as laid on the receipt, titled document #17. The Landlord stated that the first 2 items on the receipt were for replacing the screened coverings on the patio door and two-bedroom windows. The Landlord stated that the Tenant broke, bent and damaged the screens on the patio screen door, living room door, and one of the bedrooms. The Landlord stated that that screens were too warped and damaged to be repaired. The Landlord also bought several light bulbs to replace burned out light bulbs that the Tenant never replaced before she moved out. The Landlord also noted that one item is for a door stop in the master bedroom, which was missing at the end of the tenancy.

The Landlord also noted that they had to buy two different packs of batteries – a set of 9 volt batteries for the smoke detectors, and a pack of AA batteries for the furnace thermostat. The Landlord stated that the Tenant took out all the smoke detector batteries and never replaced them, and also did the same with the furnace thermostat. The Landlord bought a 12 pack of AA batteries but could not explain why 12 batteries were needed. The Landlord also stated that the roll of black screen included on this bill in the amount of \$36.99 was not needed and she requested to remove this item.

The Landlord explained that there were also a couple of additional shelf clips in the master bedroom and the second bedroom, which required replacement, as the Tenant broke them. The Landlord also noted that this receipt includes the cost for a curtain rod that the Tenant removed from the kitchen window. The Landlord also stated that there was a dowel rod from within the closet which was missing in one of the bedrooms that

had to be replaced. The Landlord noted that she also had to replace a missing vent cover in the kitchen, and a missing “wand style” handle on the blind in the 3rd bedroom.

The Tenant was not present at the hearing when this item was discussed.

19) \$79.71 – Doorknob Set

The Landlord pointed to her photos, and condition inspection report to show that the Tenant installed locked doorknob sets on several of the bedrooms. The Landlord stated that they had to replace these doorknobs, at the above noted cost, as per receipt #18a. The Landlord stated that the Tenant replaced these doorknobs without her permission, and never gave her keys, so she had to buy new doorknobs for these three different bedroom doors.

The Tenant was not present at the hearing when this was discussed.

20) \$4.28 – Curtain Hooks

The Landlord pointed to the condition inspection report and photos to show that there were large curtains in the main living area of the home. The Landlord stated that these curtains are suspended by hooks to hold up the drapes. All of these hooks were present at the start of the tenancy, but several were missing at the end, which caused the curtains to sag. The Landlord replaced these hooks, and is seeking the above noted amount, as per receipt #18b.

The Tenant was not present at the hearing when this item was discussed.

21) \$1.40 – Scraper for filling and patching walls

The Landlord pointed to receipt 19a to show what it cost to buy a scraper from the dollar store to patch the holes in the walls that were left behind by the Tenant. The Landlord stated that since there was such a large number of holes, the Tenant should have to pay for this item.

The Tenant was not present when this item was discussed.

22) \$10.08 – Cleaning supplies/light bulbs

The Landlord stated that this item is a receipt (19c) which shows she had to buy bleach, cleaning supplies and additional light bulbs to replace ones that had burned out during the tenancy. The Landlord feels the Tenant should have to pay for this item because of how little cleaning she did before she left.

The Tenant was not present when this item was discussed.

23) \$9.52 – Broken Window Handle

The Landlord pointed to the condition inspection report and testified that the Tenant broke the window handle in the bathroom, which was both present and working at the start of the tenancy. The Landlord pointed to receipt number 19b to show what the replacement cost was for this item.

The Tenant was not present when this item was discussed.

24) \$736.67 – Front door refinishing

The Landlord pointed to photos as well as notes in the condition inspection report showing that the door was in very good condition at the start of the tenancy. However, during the tenancy, the Landlord stated that the Tenants dogs damaged the door. More specifically, the Landlord stated that the Tenant's dogs scratched the inside and the outside of the door. The Landlord stated that the Tenant attempted to use stain to cover up the wood scratches. However, this turned out spotty and poorly done. The Landlord stated that the scratches are still present, as is the poorly applied door stain. The Landlord has not completed this work yet, but noted that she had received estimates (as per her evidence 20a and 20b), to show how much it would cost to refinish her solid wood front door. The Landlord stated she could not afford to have this done, but would like to.

The Tenant was not present when this item was discussed.

25) \$12.27 – Registered Mail Costs

The Landlord is seeking to recover the costs associated with having to send the hearing package to the Tenant by registered mail.

26) \$1,736.56 – Labour

The Landlord provided a detailed breakdown of the hours she and her husband put into remediating the property after the Tenant moved out. The Landlord stated they spent around 10 hours in total cleaning, and are seeking \$35.00 per hour, totalling \$350.00. The Landlord stated that the house, as shown in the move-out portion of the condition inspection report, was incredibly dirty. The Landlord stated the Tenant did no cleaning before she moved out, which is why it took 10 hours for the Landlord to complete this.

Plus, the Landlord is seeking \$43.33 per hour for the repair work they had to do, in addition to the cleaning. The Landlord stated that they had to spend many hours fetching parts and actually spent more than they noted on this list. The Landlord calculated that this was comprised of around 30 hours of labour for all the repairs, totalling \$1,386.56, as laid out in the following table:

	Job	Hours	Total
	Collection and removal of garbage from back deck and inside house-10 garbage bags	2	86.66
	Replace two missing ensuite bathroom mirrors	1.5	64.995
	Repair or replace kitchen counter	1	43.33
	Replace locking door knobs and restore with unlocked door knobs for 3 rooms	3	129.99
	Replace all burnt out or missing light bulbs	2	86.66
	Re-connect and install batteries to fire alarm/CO2 detectors	2	86.66
	Replace missing dishwasher handle	1.5	64.995
	Replace broken and missing kitchen curtain rods	2	86.66
	Replace missing curtain hooks (x10) and hang curtains	2	86.66
	Dryclean living room and dining room curtains	2	86.66
	Replace broken living room screen	1	43.33
	Repair patio deck screen door	1	43.33
	Replace broken bathroom window handle	1.5	64.995
	Replace broken shelf clips in master bedroom	1	43.33
	Repair broken closet pole in 2nd bedroom	1	43.33
	Replace blind rod in 2rd bedroom	1.5	64.995
	Replace missing keys	1	43.33
	Replace blind in 4th bedroom	2	86.66
	Remove 20 feet of stapled cable from around door, wall and baseboards, fill holes	2	86.66
	Removal of routers and other devices screwed into living room wall, fill holes	1	43.33
			1386.56

The Tenant was not present at the hearing when this item was discussed.

27) \$1,547.00 – Unpaid rent

The Landlord explained that the Tenant failed to pay \$200.00 of her rent and utility charges from December 2019, and also failed to pay \$1,347.00 of her rent and utility charges from January. The Landlord explained that the rent is \$2,347.00, and it includes utilities. The Landlord stated that the Tenant moved out around January 12, 2020, and she only paid \$1,000.00 of the January rent. In summary, the Landlord stated that the Tenant owes \$1,547.00 for December and January, which is comprised of \$200.00 from December and \$1,347.00 for January 2020.

The Tenant was not present at the hearing when this item was discussed.

28) \$2,950.00 – February 2020 rental revenue loss

The Landlord stated that she is seeking this amount because the Tenant left the unit in such disrepair, that it took significant time to fix, before any new tenancy could be procured.

The Landlord stated that she posted the ad on several online sites as early as December 2019, when the Tenant first gave her Notice. The Landlord stated that she posted it for \$2,950.00, which is \$603.00 more than it was rented for by this tenant. The Landlord stated that she had limited interest, but she feels this was because the rental unit was dirty and in disrepair due to the manner in which the Tenant left.

The Landlord had a 3rd party witness attend the hearing to corroborate that the house was very dirty and damaged, beyond anything she had seen in all her years dealing with rental properties. The witness testified that the condition inspection report is accurate and clearly shows all the items that were damaged, all of which made it difficult to show and to re-rent. The Landlord stated that these items all needed to be fixed before the unit could be re-rented, which is why they did not find anyone to sign a new agreement until February 1, 2020, for a move-in date of March 1, 2020. The Landlord stated that she did not lower the rent at all, from the \$2,950.00 but she managed to re-rent it for this amount on February 1, 2020, once she had sufficiently cleaned the house up.

Analysis

The Landlord is seeking monetary compensation for several items, as laid out above. These items will be addressed in the same order for my analysis. A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

Based on all of the above, the evidence (condition inspection report, photos and invoices) and the testimony provided at the hearing, I find as follows:

Condition Inspection Report

Sections 23 and 35 of the *Act* states that a Landlord and Tenant together must inspect the condition of the rental unit on the day the Tenant is entitled to possession of the rental unit, and at the end of the tenancy before a new tenant begins to occupy the rental unit. Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report in accordance with the regulations.

In this case, I note the parties completed a move-in inspection report, and signed a copy of this document together. I find this document provides consistent and reliable evidence with respect to the condition of the rental unit at the start of the tenancy.

The Landlord offered the Tenant an initial opportunity for inspection, which was not acceptable for the Tenant. As such, the Landlord gave a second and final opportunity for inspection, which the Tenant acknowledges getting on January 12, 2020. This inspection was set to occur on January 13, 2020. The Tenant did not state to the Landlord that neither she, nor a representative of hers, would be able to make the move-out inspection. As such, the Landlord relied on this as implicit consent that this was a mutually acceptable time.

I find the Landlord was not required to offer any further opportunities for inspection, beyond the second and final opportunity she provided. It appears the Tenant told the Landlord about an hour before the second scheduled and final inspection that neither she nor her agent would be there. In this situation, I note the Landlord conducted the move-out inspection in the Tenant's absence, once it became apparent the Tenant was not going to attend. It was the Tenant's responsibility to be clear and timely about whether or not the inspection times were acceptable. I find she failed to communicate effectively on this matter. I find the Tenant forfeited her opportunity for a final inspection when she sent a text message an hour before it was scheduled to say she wouldn't be there. I find the move-out inspection, and subsequent move-out condition inspection report are valid and will be considered.

Next, I turn to the Landlord's monetary items, as laid out above. They will be addressed in the same order as above:

1. \$202.00 – Move out cleaning
2. \$210.00 – Move out cleaning

I have reviewed the evidence and testimony on this matter. I note Policy Guideline #1 speaks to how a Tenant must leave the rental unit at the end of the tenancy. It states as follows:

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

The photos and the condition inspection report suggest that the Tenant did not clean the rental unit sufficiently prior to vacating. The photos also show the Tenant left behind garbage and did not provide the Landlord with vacant possession when she moved out. I find the Tenant breached the Act in this regard. The Tenant feels the Landlord is exaggerating some of the issues. However, she does not refute that she failed to do a proper cleaning. The Landlord pointed to all the problematic areas on the move-out portion of the condition inspection report, and the Tenant did not speak to any of the cleanliness issues, specifically. The Tenant acknowledged having two dogs, and also that she failed to clean the carpets. I find the Tenant is responsible for the above amounts, as they were expenses that were incurred due to the Tenant not cleaning the rental unit to a reasonable cleanliness standard, prior to moving out. I award \$412.00.

3. \$184.59 – Dry-cleaning of drapes

I turn to Policy Guideline #1, which speaks to “internal window coverings” as follows:

The tenant is expected to leave the internal window coverings clean when he or she vacates. The tenant should check with the landlord before cleaning in case there are any special cleaning instructions. The tenant is not responsible for water stains due to inadequate windows.

I note the Landlord states that there was pet hair and some dirt on the carpets. However, I do not find this claim is sufficiently demonstrated in the photos or the documentary evidence. The Tenant denies that the drapes were dirty. I find the Landlord has failed to sufficiently demonstrate that the window coverings were unclean, such that the Tenant would be responsible for the drycleaning costs. I dismiss this item, in full.

4) \$916.35 – Carpet Replacement

Having reviewed the evidence and testimony on this item, I note the Tenant said very little with respect to refuting the alleged carpet damage. In fact, the Tenant acknowledged that the carpets were dirty and damaged as a result of her tenancy, and due to her pets.

The photos and move-out inspection report show that there were problematic stains and damage, which was caused by the Tenant or her pets. I accept that some of the damage was severe enough to warrant replacement. I find the Tenant is liable for this damage, given it appears to have occurred during her tenancy. As such, I find the Landlord is entitled to some compensation for this item. However, I note that, as an applicant, the Landlord is expected to sufficiently support and explain the value of her loss. In this case, I note the Landlord provided an unclear explanation as to how she arrived at the claimed amount for this item. The Landlord could not explain how she calculated the amount of \$916.35.

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:

“Nominal damages” are a minimal award. 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.

In this case, I find a nominal award is appropriate, given the Tenant damaged the carpets, and the Landlord failed to explain the amount of this item or how it was calculated. I award a nominal amount of \$100.00

5) \$4,452.78 – Hardwood flooring refinishing

I have reviewed the testimony and evidence on this item. I note the Landlord asserts that the floors were in very good condition at the start of the tenancy. Although substantially more scratches were noted on the floors at move-out vs. move-in, I accept that the floors were scratched in multiple areas, and somewhat generally prior to the start of the tenancy. The Tenant stated that the previous tenants had a big dog, which damaged some of the flooring. The Landlord did not refute that the previous Tenants had a large dog. The Landlord asserts that even though there was some minor scratching at the start of the tenancy, the floors were in good condition.

I note there are photos showing the nature and extent of scratching at the end of the tenancy, but there are no photos at the start of the tenancy. Given the floors were scratched in multiple areas, prior to this tenancy (as per the condition inspection report) it is difficult to determine and compare the pre-existing damage, with the damage found at the end of the tenancy. In this case, I accept that the Tenant worsened the scratching on the hardwood floors in multiple areas. This is clearly reflected in the condition inspection report. However, the flooring was not new, nor was it newly refinished at the start of the tenancy. In fact, the flooring is over 50 years old, and is original to the house. I note it was refinished around a decade ago. However, I find the floors are well beyond their useful life expectancy of 20 years. Although refinishing floors can help extend their useful life expectancy, I do not find the useful life expectancy of hardwood flooring can be reset each time they are refinished.

Regardless of the useful life expectancy and age of the hardwood flooring, I find the Landlords failure to photograph the floors at the start of the tenancy makes it difficult to compare and contrast the damage before and after the tenancy. That being said, I accept that the Tenant, and her dogs, likely caused a worsening of scratching on the floors, as noted in the condition inspection report. However, without further evidence showing the nature and extent of the scratching at the start of the tenancy, I find there is

insufficient evidence to show which damage the Tenant caused, and what was already there.

Given the Tenant caused some of the damage, which appears to go beyond normal wear and tear, I find the Landlord is entitled to some compensation for this item. However, I find a nominal award is more appropriate, given the difficulty in determining which damage was pre-existing, and what was caused by the Tenant. I award the Landlord a nominal award of \$500.00, which takes into consideration the age of the flooring, its useful life expectancy, and the lack of corroborative photographic evidence showing the nature and extent of the damage at the start of the tenancy.

6) \$834.36 – Kitchen flooring

I have reviewed the testimony and evidence on this item, and I find there is an absence of any kitchen floor staining in the move-in portion of the condition inspection report. However, at the end of the tenancy, a stain was present, and this is reflected by the photos taken after the Tenant moved out. The Tenant admits she placed a dark colored mat over this part of the floor, which I find is consistent with the stain that appeared after the small area carpet was moved. I find it more likely than not that this stain in the linoleum was directly caused by the Tenant's choice and use of an area rug, which matches the size and shape of the stain. I find the evidence sufficiently demonstrates that this stain was caused by the Tenant, and I accept that this stain would have been difficult if not impossible to remove, without replacing the floor.

I find the Tenant is responsible for the stain, as it goes beyond normal wear and tear. As such, I find the Landlord ought to be entitled to some compensation. However, I also note the Landlord did not specify how old the kitchen flooring was. Given this, it is difficult to ascertain the amount of useful life expectancy remaining in the flooring, and what amount the Tenant should be responsible for. The flooring does not look new in the photos

In this case, I also find a nominal award is more appropriate, for the above reasons. I award the Landlord \$100.00 for this item.

7) \$262.08 – Steam cleaning carpets

Having reviewed the evidence and testimony on this matter, I note the Tenant does not dispute that she failed to clean the carpets before she left. I note Policy Guideline #1 states the following:

The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

The Tenant had 2 dogs, and failed to clean the carpets before she left. The photos show a heavily stained carpet. I note the Landlord is seeking to replace the carpets, as outlined above. However, this item is for cleaning of the carpets, in an effort to mitigate the loss and attempt to salvage the carpets. The Landlord steam cleaned the carpets, which should have been done by the Tenant. Further, the Tenant agreed to steam clean the carpets at the end of her tenancy, as part of her tenancy agreement, but she did not do so. I find the Tenant is responsible for this item, in full, \$262.08, as per the receipt provided.

8) \$200.00 – Power-wash sun deck and front porch

9) \$100.00 – Cleaning of interior and exterior windows

I have reviewed the testimony and evidence on this matter. I turn to Policy Guideline #1 – Responsibility for Residential Premises. It states as follows:

PROPERTY MAINTENANCE

Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

I note the Tenant was the only person who utilized the deck and the porch. I find the Tenant is responsible for snow and debris removal, and this type of routine maintenance. I award the Landlord the amount for pressure washing, as the Tenant should have kept the surfaces clear of snow, debris, and plant matter on an ongoing basis, and at least before she departed. I award \$200.00 for this item. However, I decline to award the Landlord with the \$100.00 for the cost to clean the windows. In making this determination, I note the following portion of Policy Guideline #1:

WINDOWS

[...]The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy. The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

I find it is not sufficiently clear what amount of this cleaning was for interior versus exterior windows. I do not find the Landlord has sufficiently demonstrated what amount the Tenant was responsible for, given cleaning of the exterior windows is a Landlord's expense. Although some of this item was for interior window cleaning, I do not find the Landlord sufficiently explained the value of the loss, such that I could determine what, if any of this item the Tenant is responsible for. I dismiss the Landlord's claim for \$100.00.

10) \$1,625.00 – Interior Painting labour

11) \$647.59 – Paint cost

Having reviewed this matter, I note the Landlord had the rental unit repainted a matter of days before the tenancy started in 2015. Based on the condition inspection report at the start of the tenancy, it appears that there was some minor wall damage (nail holes, chips) on the walls and trim, and also the ceiling in some areas, despite the fact that some of the unit was just painted (walls and doors). I note the condition was noted to be "good" overall, but minor damage was present at the start of the tenancy. The Landlord noted in the condition inspection report that there were substantially more holes, including upwards of 30 nail holes in one room at the end of the tenancy. I also note that the tenant lived in the unit for over 4 years.

I turn to *Residential Tenancy Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises* provides the following guidance with respect to walls and painting:

WALLS

Cleaning: The tenant is responsible for washing scuff marks, finger prints, etc. off the walls unless the texture of the wall prohibited wiping.

NAIL HOLES

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered

damage and he or she is not responsible for filling the holes or the cost of filling the holes.

2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

PAINTING

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

I turn to *Residential Policy Guideline #40 - Useful Life of Building Elements*, which states that the useful life expectancy of interior painted walls is around 4 years under normal use. I note at the time the tenancy ended, the useful life expectancy of all interior painted surfaces had lapsed. After a 4 year period, the Landlord should expect to have to repaint at least some of the surfaces (ceilings, walls, trim), even with normal wear and tear.

I have reviewed the damage noted by the Landlord at the end of the tenancy. As per the condition inspection report, I find there were clearly some nail holes at the start of the tenancy. However, it appears the number of holes, scratches, and marks increased in all areas of the home during the tenancy. At the end of the tenancy, the number of holes in some areas of the home is verging on excessive. However, since there were already some holes present, I find there is insufficient evidence to show the Tenant's contribution to the actual number of holes in the wall was excessive.

Much of the damage appears to be surface level damage, which could likely be repaired as part of a normal re-painting job. I find the Tenant is responsible for some of the damage (excessive scratches on some of the doors, minor drywall damage etc). I find this likely contributed to the need to repaint and added to some of the costs associated with repainting. However, given there were some pre-existing holes, and damage (as noted in the move-in portion of the condition inspection report), it is difficult to completely separate out what the Tenant is responsible for, since the costs submitted by the Landlord are overall costs for repainting of the entire unit.

In this case, I find it more likely than not that the Tenant caused damage to the walls and doors, which is beyond reasonable wear and tear. This would have contributed to the need to repaint. However, since the useful life expectancy of the painted interior walls had lapsed, and since it is difficult to ascertain what percentage of the overall repainting costs were related to the wall damage, I find a nominal award is appropriate. I award the Landlord \$300.00 for this item.

12) \$18.82 – Lighting

Having reviewed this item, I note the Landlord stated that the globe light was “missing” during the hearing. However, this is not reflected as such in the move-out portion of the condition inspection report. The report, under the kitchen lighting section indicates the bulb was dirty, but not missing. Ultimately, I do not find the Landlords photos, testimony, and evidence are sufficiently clear on this item, such that I could be satisfied the Tenant is responsible for this item. I dismiss this item, in full.

13) \$5.43 – Dishwasher doorknob

Having reviewed this item, and the relevant evidence and testimony, I find there is sufficient evidence to show that the dishwasher handle broken while the Tenant was using it and living in the rental unit, as noted in the condition inspection report. However, the Landlord did not provide sufficient evidence to demonstrate how old the dishwasher was. If the dishwasher was as old as 20 years, then it is not unreasonable for a handle to break after that much time, even with normal use. Ultimately, I do not find the Tenant is liable for this item, since it is not clear how old this item was. I dismiss this item in full.

14) \$59.10 – Blinds

Having reviewed this matter, and having reviewed Policy Guideline #40, I note that the useful life expectancy of interior blinds is 10 years. Although there is evidence to suggest the blinds broke while the Tenant was living in the rental unit, there is a notable lack of evidence showing how old the blinds were, and whether or not the broken portions were reasonable and/or expected for the age of the item. I do not find the Landlord has sufficiently demonstrated that the blinds weren't past their useful life expectancy, such that she would be entitled to repair or replacement costs. I dismiss this item in full.

15) \$37.15 –key cutting and bathroom doorknob replacement

Having reviewed these items, I find there is a lack of clarity regarding how many keys had to be replaced. The Landlord spoke to 3 keys which required replacement, but in her worksheet and receipt, only 2 were listed. As per the condition inspection report, I accept that the Tenant failed to return at least 3 keys, absent a preponderance of evidence to the contrary.

Also, with respect to the doorknob for the bathroom, I was not referred to where this item was detailed on the condition inspection report. Further, the Landlord specifically stated in the hearing that she could not recall the issue with the bathroom doorknob, in any detail.

I find it more likely than not that the Tenant failed to return at least 2 keys, potentially 3. However, if 3 were missing, it is unclear why only two were noted in parts of the Landlord's application. Ultimately, I do not find the Landlord has sufficiently demonstrated the value of the loss, given the lack of clarity around how many keys required replacing, and due to the internally inconsistent information on this matter. I find a nominal award for this item is more appropriate. I award \$10.00 for the keys not being returned. I decline to award any costs for the bathroom doorknob, as the Landlord was unable to provide clarity on this item in the hearing.

16) \$193.51 – Mirrors

Having reviewed this matter, and the relevant evidence, I note that there are no photos showing any mirrors were present at the start of the tenancy. Although the Landlord is relying on the condition inspection report showing "good" as the condition of the cabinets and mirrors, to demonstrate that the mirrors were present, I do not find this is sufficiently clear. The "good" condition could have referred to cabinets, and does not sufficiently indicate what, if any mirrors were present at the start of the tenancy. I do not find the Landlord has sufficiently demonstrated that there were mirrors in the master bathroom, which went missing as a result of the Tenant. I dismiss this item, in full.

17) \$2.61 – Shelf Support Clips

Having reviewed this item, I note the Tenant acknowledged that she was willing to pay for these clips and did not dispute being responsible for them. I award \$2.61 for this item.

18) \$491.83 – Lowe's Receipt – Various Items

Having reviewed the Landlords testimony and evidence on these items, I note that many of these items were missing or broken when the Tenant moved out, but were present and in working order at the beginning of the tenancy. There was no explanation to explain why they were not replaced. Items such as light bulbs are the responsibility of the Tenant to replace when they burn out during the tenancy. Further, given the Tenant removed items such as smoke alarm batteries, and thermostat batteries, I find she is liable for these amounts. The undisputed evidence on this monetary item (receipt for \$491.83) shows that the Tenant broke the screens on several windows and doors, neglected to replace light bulbs that burned out during her tenancy, failed to repair or replace curtain rods, shelf clips, door stops, dowels, vent covers, batteries and blind handles.

I find the Landlord has sufficiently demonstrated that the Tenant is responsible for all of these items, given they broke or went missing during her tenancy. I award this item in full, less the \$40.00 for the roll of black screen which the Landlord asked to remove (item was rounded from \$36.99 to \$40.00 as it is not clear whether GST, and/or PST was charged on the item). Further, I decline to award any money for AA batteries, as the Landlord was unable to explain why she needed 12 batteries. I have removed \$17.50 from this item total to reflect the approximate cost of the batteries, the environmental levy, and taxes. In summary, I award the Landlord \$434.33.

19) \$79.71 – Doorknob Set

Having reviewed the undisputed testimony and evidence on this item, I accept that the Tenant installed different, lockable doorknobs in several rooms, without permission. I find the Tenant should have replaced and restored the original doorknobs prior to moving out. However, she did not, and also did not leave the keys with the Landlord. I find the Tenant is liable for this item, in full, totalling \$79.71.

20) \$4.28 – Curtain Hooks

Having reviewed the undisputed evidence and testimony on this item, I find the Tenant is responsible for the replacement of these hooks, given they went missing while she was living in the rental unit. I find the costs to replace these clips are reasonable and supported by receipts. I award this item in full, \$4.28.

21) \$1.40 – Scraper for filling and patching walls

Having reviewed the undisputed evidence and testimony on this matter, I accept that the need for this tool would have been partly due to the holes left behind by the Tenant. Although some holes may have been present at the start of the tenancy, many were not, and were caused by the Tenant. I find this cost is reasonable and the Tenant is responsible for this item.

22) \$10.08 – Cleaning supplies/light bulbs

Having reviewed the undisputed evidence and testimony on this matter, I find the Tenant is responsible for this item in full, as she should have replaced burned out light bulbs before she moved out, and also should have left the rental unit in a reasonably clean state. It does not appear any of this was done. I award this item, in full.

23) \$9.52 – Broken Window Handle

Having reviewed the undisputed testimony and evidence on this item, I find the Tenant is responsible for this item, in full, as it broke during her tenancy, without any explanation as to why, or how. I award this item, in full.

24) \$736.67 – Front door refinishing

Having reviewed this matter, I find the Tenant is responsible for this item, in full, as it likely required refinishing due to the pet damage, rather than due to age or normal wear and tear. As such, I decline to apply Policy Guideline #40 to determine how much residual value was left in the door, based on its age, when determining how much the Tenant is responsible for. I accept that the Tenant had dogs, and based on the evidence before me, I find it more likely than not that this damage was directly caused by these pets, as it was both inside and outside the door, and it occurred during the tenancy. I award this item in full.

25) \$12.27 – Registered Mail Costs

Having reviewed this matter, I note the Landlord was not required to serve the Tenant by registered mail. It could have been done in other ways but still in accordance with the Act. I dismiss this item, in full.

26) \$1,736.56 – Labour

Having reviewed the undisputed evidence and testimony on this matter, I accept that the Tenant failed to sufficiently clean at the end of the tenancy. I note this is a large house, which would have taken many hours to clean. I find the evidence before me sufficiently demonstrates that the Tenant failed to leave the rental unit in a reasonably clean state at the end of the tenancy. It appears the Tenant left much of this work for the Landlord to complete, after she left part way through the month of January. I accept that the Landlord's estimate of 10 hours to complete the work and I find the Tenant is liable for this amount, as it was not left in a reasonably clean state. However, I find a more reasonable amount for the hourly rate is \$25.00 per hour. I award \$250.00 for cleaning labour.

With respect to the Landlord's claim for repair labour on all of the above noted items (as listed on her itemized documentation of the labour completed), I note that the repairs were largely a result of missing or damaged items, for which the Tenant is responsible for. However, as laid out above in the previous items, the Tenant is not responsible for all of the above noted items. Having reviewed this list, I note there are approximately 6 hours worth of labour items which are not the responsibility of the Tenant, many of which are detailed above. As such, I reduced the amount of hours claimed from 30 to 24 to reflect the time the Tenant is responsible for. I find the Tenant is liable for 24 hours worth of time spent to repair or replace the items she damaged.

It appears the repair time estimates are largely reasonable, based on the condition of the rental unit at the end of the tenancy. However, I find a more reasonable rate of remuneration for the repairs is \$25.00 per hour. I note the Landlord's comparison to other professional handyman services. However, I note these are professionals, and it is reasonable for this to be a substantially different rate than would be reasonable for an inexperienced homeowner to charge.

In summary, I award \$250.00 ($\25.00×10 hours) for cleaning labour, plus I award \$600.00 ($\25.00×24 hours) for repair labour. This is to compensate the Landlord for time they spent remediating the rental unit.

In total, I award \$850.00 for this item.

27) \$1,547.00 – Unpaid rent

Having reviewed this matter, I note the Tenant failed to give proper written Notice that she would be vacating the rental unit.

Section 45(1) of the *Act* requires a Tenant to end a month-to-month (periodic) tenancy by giving the Landlord notice to end the tenancy the day before the day in the month when rent is due. In this case, in order to end the tenancy for December 31, 2019, and not be liable for January rent, the Tenant would have needed to provide her notice to end this tenancy before the end of November 2019. Section 52 of the *Act* requires that a Tenant provide this notice in writing. However, the Tenant only have this Notice on December 1, 2019. In this written Notice, the Tenant attempted to end the tenancy for the end of December, which is less than one full month. The Landlord acknowledged receiving the Notice on this same day.

I find it important to note section 53 of the *Act*, which states that a written notice with incorrect effective dates is automatically changed to the earliest date that would comply with the *Act*. I find the corrected effective date of the Tenant's initial Notice is January 31, 2020, rather than the date she initially put in that Notice. I find the Tenant is liable for January 2020 rent, in full, as the tenancy had not been legally terminated prior to January 31, 2020. Furthermore, the Tenant lived in the unit for around 11 days in January, and left a substantial amount of work to do before the unit could be re-rented.

I accept the undisputed testimony that the Tenant failed to pay \$200.00 of December 2019 rent. I also accept the undisputed testimony that the Tenant only paid \$1,000.00 for January 2020, despite rent being due and payable in full on the first of that month. I find the Tenant still owed \$1,347.00 for January 2020, plus \$200.00 from December for rent and utilities, which totals \$1,547.00 for this item.

28) \$2,950.00 – February 2020 rental revenue loss

Having reviewed the evidence and testimony on this matter, I accept that the Tenant left many issues for the Landlord to deal with after she moved out, and prior to the unit being rentable.

I turn to Policy Guideline #3 – Claims for Rent and Damages for loss of Rent, which states the following:

This guideline deals with situations where a landlord seeks to hold a tenant liable for loss of rent after the end of a tenancy agreement.

[...]

Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

I note the following relevant portions of the **Policy Guideline #5 – Duty to Minimize Loss**:

Failure to take the appropriate steps to minimize the loss will affect a subsequent monetary claim

[...]

Efforts to minimize the loss must be "reasonable" in the circumstances.

[...]

Claims for loss of rental income

In circumstances where the tenant ends the tenancy agreement contrary to the provisions of the Legislation, the landlord claiming loss of rental income must make reasonable efforts to re-rent the rental unit or site at a reasonably economic rent.

If the arbitrator finds that the party claiming damages has not minimized the loss, the arbitrator may award a reduced claim [...]

I acknowledge that the Tenant failed to leave the rental unit in a reasonably clean and undamaged state. I accept that some repairs would have been required, which could have contributed to the difficulty in re-renting the unit until the repairs were completed. However, I also find the Landlord's decision to repost the unit for an additional \$603.00 per month, would likely have substantially contributed to the reasons why the unit did not re-rent sooner. I note the Landlord kept the rent set at \$2,950.00 including utilities, and did not lower it to attract renters, sooner, despite the fact it was not re-renting. I note the Landlord completed the repairs as soon as they could. However, I find they failed to sufficiently mitigate the lost rent with a fluid, adaptive, and appropriate economic rent, after having limited interest over December and January. The landlord has been granted unpaid rent for the remainder of January, after the Tenant moved out. However, I decline to award February 2020 rent as I find the substantially increased rent

would have materially contributed to the lack of interest. I find the Landlord failed to sufficiently mitigate her losses on this matter.

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 partially successful with this application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, pursuant to sections 72 of the Act, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Cleaning Costs	\$412.00
Carpet Replacement – Nominal Award	\$100.00
Hardwood Refinishing – Nominal Award	\$500.00
Kitchen Flooring – Nominal Award	\$100.00
Steam Cleaning of Carpets	\$262.08
Power Washing	\$200.00
Painting – Nominal award	\$300.00
Keys – nominal award	\$10.00
Shelf Clips	\$2.61
Lowe's Receipt	\$434.33
Doorknob set	\$79.71
Curtain Hooks	\$4.28
Scraper Tool	\$1.40
Light Bulbs/Cleaning supplies	\$10.08
Window Handle	\$9.52
Front Door Refinishing	\$736.67
Landlord Labour	\$850.00
December 2019/January 2020 Unpaid Rent	\$1,547.00
Filing fee	\$100.00
Subtotal	\$5,659.68
Less: Security and pet Deposit currently held by Landlord	(\$2,000.00)
TOTAL:	\$3,659.68

Conclusion

The Landlord is granted a monetary order in the amount of **\$3,659.68**, 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: September 22, 2020

Residential Tenancy Branch