



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, MNDCL, FFL

Introduction

This file originally convened on July 2, 2020. Neither party attended the July 2, 2020 hearing and the landlord's application for dispute resolution was dismissed with leave to reapply. The landlord applied for review consideration and his application was granted and a new hearing was ordered and commenced on August 27, 2020. The August 27, 2020 hearing was adjourned to October 13, 2020. An interim decision dated August 27, 2020 was rendered and should be read in conjunction with this decision.

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

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage or compensation, pursuant to section 67;
- a Monetary Order for damage, pursuant to section 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

Both parties attended the first hearing held on August 27, 2020 but only the landlord attended the reconvened hearing held on October 13, 2020.

The tenants did not attend the October 13, 2020 hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

Preliminary Issue- Spit Claim

Both parties agree that the parties had a previous arbitration on January 14, 2020. The file number for the previous arbitration is on the cover page of this decision. In the January 14, 2020 hearing the landlord claimed unpaid rent and unpaid rent for additional occupants and long-term guests from September 2019 to January 2020. The landlord was successful in his application for dispute resolution. The landlord made a request for correction in which the landlord asked the arbitrator to add rent for additional occupants staying at the subject rental property up to January 2020 that the landlord had not provided testimony on at the January 14, 2020 hearing.

The arbitrator declined to change the original decision and monetary order, stating:

I have received your request for a correction to my January 14, 2020 decision. I have reviewed your request and have determined that no correction is required as I confirmed the amount claimed during the hearing and you did not testify to the additional occupant amounts for January 2020. The request for unclaimed amounts is not sufficient and I clarified with you during the hearing, that January 2020 rent replaced December 2020 rent, which was paid. Therefore, I find my decision does not require a correction.

In this application for dispute resolution, the landlord is seeking, in part, the following amounts for addition occupants:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Dad for December and January	\$300.00
2. Niece for November to January	\$150.00
3. Tenant's sister's boyfriend for December to January	\$600.00
4. Tenant's sister and child for January	\$600.00
TOTAL	\$1,650.00

Rule 2.9 of the Residential Tenancy Branch Rules of Procedure states:

An applicant may not divide a claim.

I find that the landlord has divided his claim for unpaid rent for additional occupants/ long term guests from November 2019 to January 2020, contrary to Rule 2.9 of the Residential Tenancy Branch Rules of Procedure. I therefore dismiss the landlord's claim

for unpaid rent for additional occupants from November 2019 to January 2020, without leave to reapply.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage or compensation, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
4. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

Background and Evidence

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

Both parties agreed to the following facts. This tenancy began on July 17, 2019 and has ended. Monthly rent in the amount of \$1,450.00 was payable on the first day of each month. A security deposit of \$725.00 and a pet damage deposit of \$725.00 were paid by the tenant to the landlord. The landlord was granted authorization to retain both deposits in the previous arbitration. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

Both parties agree that a joint move in condition inspection report was completed by the landlord and tenant C.G. on July 17, 2019. The move in condition inspection report was entered into evidence. Both parties agree that the landlord did not ask the tenants to complete a move out condition inspection report at the end of the tenancy. The landlord testified that he did not ask the tenants to complete one as they were evicted for non-payment of rent and it was not an amicable end to tenancy. The above testimony was not disputed by the tenants.

The landlord testified that the following damages arose from this tenancy:

Item	Amount
Bedroom door	\$299.74
Front door and lock	\$487.68
Fridge	\$298.00
Heater	\$53.78
Smoke detector	\$64.32
Closet organizer	\$148.00
LED light	\$20.03
Trim	\$30.88
Paint and paint supplies	\$208.26
Supplies already purchased	\$100.00
Kitchen knobs and screws	\$20.71
Fuel	\$30.00
Kitchen faucet	\$335.99
Labour	\$650.00
February rent	\$1,450.00
Total	\$4,197.39

Bedroom door

The landlord testified that one of the bedroom doors was missing at the end of the tenancy and was brand new at the beginning of the tenancy. The move in condition inspection report states that all bedroom doors are in good condition. The landlord entered into evidence a picture of a door frame without a door. The landlord entered into evidence a quote for a new door in the amount of \$299.74.

Tenant C.G. testified that the bedroom door was in the same condition on move in as move out. Tenant C.G. testified that the bedroom door already had a hole in it at the beginning of the tenancy.

Front door and lock

The landlord testified that the front door to the subject rental property was more than 10 years old and in fair condition at the beginning of this tenancy. The move in condition inspection report states that the front and rear entrances were in good condition. The

landlord testified that the front door was covered in dents at the end of the tenancy and looks as though it has been kicked and punched. The landlord testified that the door handle and lock were damaged. The landlord entered into evidence photographs of a damaged door handle and scuffed front door. The landlord entered into evidence a quote for a new door in the amount of \$435.68 and a receipt for two new door locks in the amount of \$103.98. The landlord testified that he is only seeking \$52.00 for the door lock as only one new lock was needed.

Tenant C.G. testified that the door was in fine condition at the end of the tenancy and had regular wear and tear.

Fridge

Both parties agree that part way through the tenancy the landlord provided the tenants with a brand-new fridge. Both parties agree that a few weeks before the end of the tenancy the landlord replaced the new fridge with a used fridge.

The landlord testified that the tenants dented the brand-new fridge door and broke two shelves inside the fridge. The landlord entered into evidence photographs of the dented fridge and missing shelves. The landlord entered into evidence an online “shopping bag” containing the new fridge he purchased. The “shopping bag” states that the fridge costs \$627.77. The landlord testified that he brought images of the dented fridge to the store he purchased it from, and they told him that the fridge suffered approximately \$300.00 in damages. The landlord testified that he is seeking \$298.00 in damages from the tenants for the fridge.

Tenant C.G. testified that the landlord dented the fridge when he moved it out of the subject rental property. Tenant C.G. denied breaking the shelves. The landlord denied damaging the fridge when moving it.

Heater

The landlord testified that the heater in one of the bedrooms was in good condition when the tenants moved in and was all smashed up when the tenants moved out. The landlord testified that the heater was approximately 10 years old when the tenants moved out. The landlord entered into evidence a photograph of a bent heater. The move in condition inspection report states that all aspects of both bedrooms were in

good condition. The landlord testified that he is seeking the cost of a new heater in the amount of \$53.78, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the heater.

Smoke detector

The landlord testified that the smoke detector was brand new at the beginning of this tenancy and that the tenants pulled it from the ceiling and it was non functional at the end of this tenancy. The move in condition inspection report does not mention any issues with smoke detectors. The landlord testified that he is seeking the cost of a new smoke detector in the amount of \$64.32, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the smoke detector.

Closet organizer

The landlord testified that the closet organizer in one of the bedrooms was two years old at the beginning of this tenancy. The landlord testified that the tenants dismantled the closet organizer and did not keep any of the connective pieces so it could not be re-built after they moved out. The landlord testified that he is seeking the cost of a new closet organizer in the amount of \$148.00, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the closet organizer.

LED light

The landlord testified that the tenants took lightbulbs with them when they left. The landlord testified that the subject rental property was equipped with LED lights when the tenants moved in. The move in condition inspection report states that the bulbs at the subject rental property are all in good condition. The landlord testified that he is seeking the cost of new LED lights in the amount of \$20.03, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the lights.

Trim

The landlord testified that the window trim on one of the bedrooms was removed by the tenants. The landlord testified that the subject rental property was completely refurbished at the beginning of this tenancy and that the window trim was brand new when the tenants moved in. The move in condition inspection report states that the trim in the bedrooms is in good condition. The landlord entered into evidence photographs of the damaged window trim. The landlord testified that he is seeking the cost of new trim in the amount of \$30.88, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the trim.

Paint and paint supplies

The landlord testified that the subject rental property was painted just before the tenants moved in and required repainting when the tenants moved out. The landlord entered into evidence photographs of the walls showing scuffs, scrapes and marks on the walls. The move in condition inspection report states that the walls of the subject rental property are in good condition. The landlord entered into evidence receipts for the following:

- paint- \$62.69;
- painting supplies- \$5.96;
- painting supplies- \$100.43; and
- painting rags- \$39.18.

The total for the above paint and painting supplies is \$208.26.

The tenants did not provide testimony regarding the paint and painting supplies.

Supplies already purchased

The landlord testified he used some painting supplies to paint the subject rental property that he had previously purchased, and that he did not have receipts for those items. The landlord testified that he estimated the value of pre-purchased items to be \$100.00.

The tenants did not provide testimony regarding pre- purchased painting supplies.

Kitchen knobs

The landlord testified that several knobs in the kitchen were missing when the tenants moved out. The landlord testified that the knobs were new at the beginning of this tenancy. The move in condition inspection report states that the kitchen cabinets were in good condition. The landlord testified that he is seeking the cost of new knobs and the screws required to install them in the amount of \$20.71, receipts totalling \$20.71 for knobs and screws were entered into evidence.

The tenants did not provide testimony regarding the kitchen knobs and screws.

Fuel

The landlord testified that he is seeking \$30.00 for the cost of fuel required to drive to various store to purchase the materials required to repair the damage caused by the tenants. No receipts were entered into evidence.

The tenants did not provide testimony regarding the landlord's fuel costs.

Kitchen faucet

The landlord testified that the kitchen faucet was brand new when the tenants moved in and was broken when they moved out. The landlord entered into evidence a photograph of the broken kitchen faucet. The move in condition inspection report states that the kitchen taps were new and in good condition. The landlord testified that he is seeking the cost of a new faucet in the amount of \$335.99, a receipt for same was entered into evidence.

The tenants did not provide testimony regarding the kitchen faucet.

Labour

The landlord testified that he spent 26 hours completing the above repairs and is seeking reimbursement at a rate of \$25.00 per hour for a total of \$650.00.

The tenants did not provide testimony regarding the landlord's claim for labour.

February rent

The landlord testified that he is seeking February 2020's rent in the amount of \$1,450.00 as the tenants did not pay February 2020's rent on February 1, 2020 and the subject rental property was not rentable in the condition left by the tenants. The landlord testified that the tenant's cleaner returned the keys to the subject rental property on February 3, 2020.

The tenants testified that they moved out of the subject rental property on March 31, 2020 and that their cleaner attended at the subject rental property to clean it on January 1, 2020. The tenants testified that they did not know what date the cleaner returned the keys to the landlord but did not think it was as late as February 3, 2020. The tenants denied that the property was not in a rentable condition.

Analysis

Move In Condition Inspection Report

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

Sections 23, 24, 35 and 36 of the *Act* establish the rules whereby joint move-in and joint move-out condition inspections are to be conducted and reports of inspections are to be issued and provided to the tenants. When disputes arise as to the changes in condition between the start and end of a tenancy, joint move-in condition inspections and inspection reports are very helpful. These requirements are designed to clarify disputes regarding the condition of rental units at the beginning and end of a tenancy.

Section 21 of the Residential Tenancy Act Regulation states:

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Where the landlord and the tenant disagree on the move in condition of the rental property and other evidence does not clarify the issue, I rely on the move in condition inspection report as both parties signed it.

Damages

Section 67 of the *Act* states:

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

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

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

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

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

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

Residential Tenancy Guide #40 states:

This guideline is a general guide for determining the useful life of building elements for considering applications for additional rent increases and

determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence. If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

Bedroom door

Based on the move in condition inspection report, the testimony of the landlord and the photographs entered into evidence, I find that the bedroom door in question was in good condition at the beginning of this tenancy was missing at the end of the tenancy. I accept the landlord's testimony that the door was new at the beginning of this tenancy.

Policy Guideline #40 states that the useful life for a door is 20 years (240 months). Therefore, at the time the tenant moved out, there was approximately 234 months of useful life that should have been left for the bedroom door of this unit. I find that since the door required replacing after only six months, the tenants are required to pay according to the following calculations:

$\$299.74 \text{ (cost of new door)} / 240 \text{ months (useful life of door)} = \$1.25 \text{ (monthly cost)}$

$\$1.25 \text{ (monthly cost)} * 234 \text{ months (expected useful life of door after tenants moved out)} = \$292.50.$

Front door and lock

Based on the move in condition inspection report, the testimony of the landlord and the photographs entered into evidence, I find that the front door was in fair condition at the

beginning of this tenancy and was in poor condition at the end of this tenancy. I find that the lock was in working order at the beginning of this tenancy and non-functional at the end of this tenancy. I accept the landlord's undisputed testimony that the door was more than 10 years old at the beginning of this tenancy.

In order to complete a useful life calculation of the door and lock, I need to know how old the door and lock are. I find that the landlord's testimony of "more than 10 years" is not specific enough for me to complete a useful life calculation and so the landlord has not proved the value of the loss suffered.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find that the landlord has proved on a balance of probabilities that the tenants damaged the front door and lock, contrary to section 37 of the *Act*. I find that the landlord is entitled to nominal damages in the amount of \$200.00 for the damage to the front door and lock.

Fridge

Based on the testimony of the landlord and the photographs entered into evidence, I find that the tenants damaged the brand-new fridge. I find that the landlord has not proved the value of the loss as no repair estimate or repair receipt was entered into evidence. Nonetheless I find that the landlord is entitled to nominal damages in the amount of \$150.00 for damage to the fridge.

Heater

Based on the move in condition inspection report, the undisputed testimony of the landlord and the photographs entered into evidence, I find that the heater was in good condition at the beginning of this tenancy was damaged at the end of the tenancy. I accept the landlord's undisputed testimony that the heater was approximately 10 years old when the tenants moved out.

Policy Guideline #40 states that the useful life for heating systems is 15 years (180 months). Therefore, at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the bedroom heater. I find that since

the heater required replacing after only 10 years, the tenants are required to pay according to the following calculations:

$\$53.78 \text{ (cost of new heater)} / 180 \text{ months (useful life of heater)} = \$0.30 \text{ (monthly cost)}$

$\$0.30 \text{ (monthly cost)} * 60 \text{ months (expected useful life of heater after tenants moved out)} = \$18.00.$

Smoke detector

Based on the move in condition inspection report, the undisputed testimony of the landlord and the photographs entered into evidence, I find that the smoke detector was in good condition at the beginning of this tenancy was damaged at the end of the tenancy. I accept the landlord's undisputed testimony that the smoke detector was new when the tenants moved in.

Policy Guideline #40 states that the useful life for smoke detectors is 15 years (180 months). Therefore, at the time the tenants moved out, there was approximately 174 months of useful life that should have been left for the smoke detector. I find that since the smoke detector required replacing after only six months, the tenants are required to pay according to the following calculations:

$\$64.32 \text{ (cost of new smoke detector)} / 180 \text{ months (useful life of smoke detector)} = \$0.36 \text{ (monthly cost)}$

$\$0.36 \text{ (monthly cost)} * 174 \text{ months (expected useful life of heater after tenants moved out)} = \$62.64.$

Closet organizer

Based on the move in condition inspection report, the undisputed testimony of the landlord and the photographs entered into evidence, I find that the closet organizer was in good condition at the beginning of this tenancy was un-usable at the end of the tenancy. I accept the landlord's undisputed testimony that the closet organizer was two years old at the beginning of this tenancy.

Policy Guideline #40 states that the useful life for furniture is 10 years (120 months). Therefore, at the time the tenant moved out, there was approximately 90 months of

useful life that should have been left for the closet organizer. I find that since the closet organizer required replacing after only 30 months, the tenants are required to pay according to the following calculations:

$\$148.00$ (cost of new closet organizer) / 120 months (useful life of closet organizer) = $\$1.23$ (monthly cost)

$\$1.23$ (monthly cost) *90 months (expected useful life of closet organizer after tenants moved out) = $\$110.70$

LED light

Residential Tenancy Branch Policy Guideline #1 states that the tenant is responsible for replacing light bulbs in his or her premises during the tenancy.

Based on the undisputed testimony of the landlord and the move in condition inspection report, I find that the subject rental property had light bulbs at the beginning of this tenancy. I find that the tenants did not replace light bulbs during the tenancy, contrary to Residential Tenancy Branch Policy Guideline #1. Therefore, the landlord is entitled to the cost of new light bulbs in the amount of $\$20.03$.

Trim

Based on the move in condition inspection report, the undisputed testimony of the landlord and the photographs entered into evidence, I find that the bedroom trim was in good condition at the beginning of this tenancy and required replacement at the end of the tenancy. I accept the landlord's undisputed testimony that the bedroom trim was new at the beginning of this tenancy.

Policy Guideline #40 does not provide a useful life for trim. I will use the useful life of drywall as the two are routinely replaced together. Policy Guideline #40 states that the useful life for drywall is 20 years (240 months). Therefore, at the time the tenants moved out, there was approximately 234 months of useful life that should have been left for the bedroom trim. I find that since the bedroom trim required replacing after only six months, the tenants are required to pay according to the following calculations:

$\$30.88$ (cost of new bedroom trim) / 240 months (useful life of bedroom trim) = $\$0.13$ (monthly cost)

$\$0.13 \text{ (monthly cost)} * 234 \text{ months (expected useful life of bedroom trim after tenants moved out)} = \30.42

Paint and paint supplies

Based on the move in condition inspection report, the undisputed testimony of the landlord and the photographs entered into evidence, I find that the interior paint at the subject rental property was in good condition at the beginning of this tenancy and required repainting at the end of the tenancy. I accept the landlord's undisputed testimony that the subject rental property was painted just before the tenants moved in.

Policy Guideline #40 states that the useful life for interior paint is four years (48 months). Therefore, at the time the tenants moved out, there was approximately 42 months of useful life that should have been left for the interior paint. I find that since the property required repainting after only six months, the tenants are required to pay according to the following calculations:

$\$208.26. \text{ (cost of paint and supplies)} / 48 \text{ months (useful life of interior paint)} = \$4.34 \text{ (monthly cost)}$

$\$4.34 \text{ (monthly cost)} * 42 \text{ months (expected useful life of interior paint after tenants moved out)} = \$182.28.$

Supplies already purchased

I find that the landlord has not proved the value of loss suffered by the use of supplies purchased prior to the end of this tenancy. Nonetheless, I accept the landlord's undisputed testimony that he used some of his own supplies to repair the subject rental property. I find the landlord is entitled to recover \$85.00 in nominal damages.

Kitchen knobs

Based on the move in condition inspection report and the undisputed testimony of the landlord, I find that the kitchen cabinets were intact and were not missing knobs at the beginning of this tenancy and knobs were missing at the end of this tenancy. I accept

the landlord's undisputed testimony that the knobs were new at the beginning of this tenancy.

Policy Guideline #40 states that the useful life for kitchen cabinets is 25 years (300 months). Therefore, at the time the tenants moved out, there was approximately 294 months of useful life that should have been left for kitchen cabinet knobs. I find that since new knobs were required after only six months, the tenants are required to pay according to the following calculations:

$$\begin{aligned} &\$20.71 \text{ (cost of knobs and screws)} / 300 \text{ months (useful life of kitchen cabinets)} = \\ &\$0.07 \text{ (monthly cost)} \end{aligned}$$
$$\begin{aligned} &\$0.07 \text{ (monthly cost)} * 294 \text{ months (expected useful life of kitchen cabinets after} \\ &\text{tenants moved out)} = \$20.58. \end{aligned}$$

Fuel

The landlord did not enter into evidence any fuel receipts and so has not proved the value of his loss. Nonetheless I find that the landlord has proved that he suffered a loss caused by the tenant and is entitled to \$20.00 in nominal damages for the cost of fuel to purchase the supplies required to repair the subject rental property.

Kitchen faucet

Based on the move in condition inspection report and the undisputed testimony of the landlord, I find that the kitchen faucet was new and in good working order at the beginning of this tenancy and required replacement at the end of this tenancy.

Policy Guideline #40 states that the useful life for kitchen faucets is 15 years (180 months). Therefore, at the time the tenants moved out, there was approximately 174 months of useful life that should have been left for kitchen faucet. I find that since the faucet required replacement after only six months, the tenants are required to pay according to the following calculations:

$$\begin{aligned} &\$335.99 \text{ (cost of kitchen faucet)} / 180 \text{ months (useful life of kitchen faucet)} = \\ &\$1.87 \text{ (monthly cost)} \end{aligned}$$
$$\begin{aligned} &\$1.87 \text{ (monthly cost)} * 174 \text{ months (expected useful life of kitchen faucet after} \\ &\text{tenants moved out)} = \$325.38. \end{aligned}$$

Labour

As stated above, the tenants breached section 37 of the *Act* by damaging various areas of the subject rental property. I find that in addition to the cost of the damaged items, the landlord suffered a loss of time taken to make the above required repairs. I accept the landlord's undisputed testimony that he spent 26 hours replacing and repairing the items damaged by the tenants. I find that the hourly rate of \$25.00 per hour sought by the landlord to be reasonable and in completing the repairs himself instead of hiring another person, the landlord mitigated his damages. I find that the landlord is entitled to recover \$650.00 for the cost of his labour, from the tenants.

February rent

Residential Tenancy Branch Policy Guideline #3 states:

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 accept the landlord's testimony that he received the keys to the subject rental property from the tenants' cleaner on February 3, 2020. The landlord's testimony was concrete on this matter, whereas the tenants were not sure on the dates. Based on my findings in this decision, I find that the subject rental property required significant repair and was not in a rentable state for February 2020. I therefore award the landlord February's rent in the amount of \$1,450.00.

As the landlord was successful in this application for dispute resolution, I find that he is entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

Conclusion

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

Item	Amount
Bedroom door	\$292.50
Front door and lock	\$200.00
Fridge	\$150.00
Heater	\$18.00
Smoke detector	\$62.64
Closet organizer	\$110.70
LED light	\$20.03
Trim	\$30.42
Paint and paint supplies	\$182.28
Supplies already purchased	\$85.00
Kitchen knobs and screws	\$20.58
Fuel	\$20.00
Kitchen faucet	\$325.38
Labour	\$650.00
February rent	\$1,450.00
Filing fee	\$100.00
Total	\$3,717.53

The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 13, 2020

Residential Tenancy Branch