



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Team Vancouver Consulting Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDL, MNDCL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on November 5, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage, compensation, or loss; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on February 23, 2021 as a teleconference hearing. Only the Landlord and the Landlord's Agent appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 40 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlords' Agent and I were the only persons who had called into this teleconference.

The Landlord testified the Tenant named on the tenancy agreement is a Corporate Tenant. The Landlord stated that the Corporate Tenant did not provide the Landlord with their forwarding address at the end of the tenancy. As such, the Landlord performed a BC Company Summary search through BC Registry Services which indicates that at the time of the Application, the Corporate Tenant was an active company and the Landlord served their Application and documentary evidence by Registered Mail on November 12, 2020, to the Corporate Tenant's mailing address which had been registered by the Corporate Tenant. The Landlord provided a copy of the BC Registry Services Company Summary document in support.

Based on the oral and written submissions of the Applicant, and in accordance with sections 71 of the *Act*, I find that the Corporate Tenant was sufficiently served in

accordance with the *Act*. The Tenant did not submit any documentary evidence in response to the Application.

The Landlord and their Agent were provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage compensation or loss, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2018. During the tenancy, the Tenant was required to pay rent in the amount of \$1,400.00 to the Landlord on the first day of each month. The Landlord stated that the Tenant's security deposit has been previously decided on. The Landlord stated that the tenancy ended on February 18, 2019 after there was a fire and subsequent water damage caused to the rental unit.

The Landlord stated that the Tenant was responsible for leaving some plastic toys on top of a lamp which heated up and caused a small fire, which set off the sprinkler system at the rental property which caused damage to the rental unit as well as to the Landlord's belongings. According to the Landlord, they did claim the damage through their own insurance, however, not all of their claims were covered by the insurance company. As such, the Landlord is seeking compensation for the following items;

The Landlord is claiming \$250.33 to replace a damaged microwave oven. The Landlord stated that the Tenants left the microwave dirty with grease, broken plastic grill, and a missing filter. As such, the Landlord replaced the entire microwave and provided a receipt and pictures in support.

The Landlord is claiming \$457.93 to replace the kitchen backsplash. The Landlord stated that the Tenant had cracked a tile on the backsplash, therefore, the Landlord decided to replace the entire backsplash. The Landlord provided a picture of the

cracked tile in support. The Landlord provided two receipts, one in the amount of \$373.88 for tiles and \$84.05 for supplies.

The Landlord is claiming \$181.09 to replace the key, fob, and parking pass as the Tenant did not return the items to the Landlord at the end of the tenancy. The Landlord provided receipts in support.

The Landlord is also claiming \$87.90 to replace the door lock and mailbox lock as the Tenant did not return the keys at the end of the tenancy. The Landlord provided a receipt in support.

The Landlord is claiming \$476.00 to replace some venetian blinds in the rental unit. The Landlord stated that some of the blinds were damaged in the rental unit. The Landlord provided a picture and an estimate to replace the broken blinds in support.

The Landlord is claiming \$752.53 to replace floor tiles throughout the rental unit as some were damaged and required replacement. The Landlord provided a picture and an order summary in support of the cost.

The Landlord is claiming \$23.96 to replace burned out and missing lightbulbs in the rental unit. The Landlord provided a receipt in support.

The Landlord is claiming 8 receipts totalling \$835.69 to replace four doors that were damaged, a sink cartridge, cleaning, and to replace some broken electrical outlet covers. The Landlord provided pictures and receipts in support.

The Landlord is claiming \$1,000.00 for their insurance deductible as the Landlord was required claim the damage caused by the fire and subsequent water damage through their insurance. The Landlord provided a copy of their insurance deductible in support.

The Landlord is claiming \$25,900.00 in relation to the loss of rental income. The Landlord stated that they were unable to re-rent the rental unit between the date of the fire on February 18, 2019 to October 15, 2020. The Landlord stated that the remediation company did not start remediating the rental unit for 8 months. The Landlord stated that the remediation took 4 months to complete. The Landlord stated that they completed further repairs to the rental unit which took 4 months. The Landlord stated that they hired a Property Manager who took 2 further months to re-rent the rental unit before the new occupant took possession of the rental unit on October 15, 2020.

The Landlord is claiming \$598.26 for a hydro bill during the remediation to operate the de-humidifiers in the rental unit.

The Landlord is claiming \$1,052.22 for kitchen items. The Landlord stated that the rental unit was rented to the Tenant fully furnished. The Landlord stated that due to the water damage, there were items in the kitchen that were damaged. Also, there were missing items as well. The Landlord provided a quote to replace the damaged and missing kitchen items. The Landlord stated that these items have not yet been replaced.

The Landlord is claiming \$3,082.21 for new furniture. The Landlord stated that due to the fire and water damage, much of the furniture in the rental unit was damaged and needed to be discarded. The Landlord provided a quote in support of the replacement costs. The Landlord stated that these items have not yet been replaced.

The Landlord is claiming \$23.00 which was the cost associated with retrieving the Service BC Business registration to obtain the Tenant's business address for the Landlord to serve the Application and evidence to. The Landlord stated that the Tenant did not provided a forwarding address at the end of the tenancy.

The Landlord is claiming \$21.85 for a USB memory stick which was used to serve the Tenant with the Landlord's digital evidence in preparation for the hearing.

No one appeared for the Tenant to dispute the Landlords' claims.

Analysis

Based on the uncontested affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

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

1. That the other party violated the *Act*, regulations, or tenancy agreement;

2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or 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 what was reasonable to minimize the damage or losses that were incurred.

Section 37(2) When a tenant vacates a rental unit, the tenant must;

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and**
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept based on the Landlord's testimony and documentary evidence, that the Tenant was responsible for causing a fire in the rental unit, which set off the sprinkler system at the rental property, causing damage to the rental unit. As such, I find that the Tenant breached Section 37 of the *Act*.

The Landlord is claiming \$250.33 to replace a damaged microwave oven. The Landlord stated that the Tenant left the microwave dirty with grease, broken plastic grill, and a missing filter. I find that the Landlord has provided insufficient evidence to demonstrate that the microwave was damaged or dirty beyond repair. I find that the Landlord provided insufficient evidence to demonstrate that the microwave required complete replacement. As such, I find that the Landlord did not mitigate their loss and dismiss this claim without leave to reapply.

The Landlord is claiming \$457.93 to replace the kitchen backsplash. The Landlord stated that the Tenant had cracked a tile on the backsplash, therefore, the Landlord decided to replace the entire backsplash. I find that the Landlord provided insufficient evidence to demonstrate the condition of the backsplash at the start of the tenancy, compared to at the end of the tenancy. The Landlord did not provide a copy of a

condition inspection report which would have captured this information. Lastly, I find that the Landlord provided insufficient evidence to demonstrate that the entire backsplash required replacement as a result of one cracked tile. As such, I find the Landlord did not mitigate their loss and dismiss this claim without leave to reapply.

The Landlord is claiming \$181.09 to replace the key, fob, and parking pass as the Tenant did not return these items to the Landlord at the end of the tenancy. I find that the Tenant would have been responsible for returning the keys, parking pass and fob at the end of the tenancy. I accept that the Landlord incurred charges to replace these items. As such, I find that the Landlord is entitled to compensation in the amount of **\$181.09**.

The Landlord is also claiming \$87.90 to replace the door lock and mailbox lock as the Tenant did not return the keys at the end of the tenancy. I find that it is reasonable for the Landlord to replace the locks after the Tenant failed to return the keys to the Landlord. As such, I find that the Landlord is entitled to compensation in the amount of **\$87.90**.

The Landlord is claiming \$476.00 to replace some venetian blinds in the rental unit. I accept that the Landlord provided an estimate in support of the cost associated with replacing the damaged blinds in the rental unit. I find that the estimate does not state that the Landlord purchased the blinds. As such, I find that the Landlord has not demonstrated the true value of their loss, therefore, I dismiss this claim without leave to reapply.

The Landlord is claiming \$752.53 to replace floor tiles throughout the rental unit as some were damaged and required replacement. I find that the Landlord provided insufficient evidence demonstrate that condition of tiled floor at the start of the tenancy, compared to at the end of the tenancy. The Landlord did not provide a copy of a condition inspection report which would have captured this information. I find that the Landlord has provided insufficient evidence to demonstrate that the entire tile flooring required replacement at the end of the tenancy. As such, I find the Landlord did not mitigate their loss and I dismiss this claim without leave to reapply.

The Landlord is claiming \$23.96 to replace burned out and missing lightbulbs in the rental unit. I find that the Landlord provided insufficient evidence to demonstrate that any lightbulbs were burned out or missing at the end of the tenancy. As such, I dismiss this claim without leave to reapply.

The landlord is claiming 8 receipts totalling \$835.69 to replace four doors that were damaged, a sink cartridge, cleaning, and to replace some broken electrical outlet covers. During the hearing, the Landlord referred to damaged doors which were not covered through the Landlord's Insurance, despite the fact that they were water damaged as a result of the sprinkler system due to the fire. I find that the Landlord provided insufficient evidence to support this. I further find that the Landlord provided insufficient evidence to demonstrate that the sink cartridge and electrical covers were damaged by the Tenant. As such, I dismiss these claims without leave to reapply.

I do however find that the Landlord has demonstrated that the Tenant left the rental unit unclean. The Landlord did not provide a cleaning bill in support of the costs associated with cleaning the rental unit at the end of the tenancy. In this case, I award the Landlord a nominal award in the amount of **\$200.00**.

The Landlord is claiming \$1,000.00 for their insurance deductible as the Landlord was required claim the damage caused by the fire and subsequent water damage through their insurance. I find that the Landlord is entitled to recover their insurance deductible from the Tenant in the amount of **\$1,000.00**.

The Landlord is claiming \$25,900.00 in relation to the loss of rental income. The Landlord stated that they were unable to re-rent the rental unit between the date of the fire on February 18, 2019 to October 15, 2020. I find that the Landlord provided insufficient evidence to demonstrate why the remediation of the rental unit took 8 months to commence. I find that the Landlord provided no explanation as to if another remediation company could have competed the work sooner. Furthermore, I find that the Landlord provided insufficient evidence to substantiate why they required 4 months to conduct further repairs to the rental unit. Lastly, the Landlord provided insufficient evidence to demonstrate the Property Manager's efforts to re-rent the rental unit in a timely manner. I find that the Landlord did not mitigate their loss of rental income. As such, I dismiss this claim without leave to reapply.

The Landlord is claiming \$598.26 for a hydro bill during the remediation to operate the de-humidifiers in the rental unit. I find that the Landlord provided insufficient evidence to demonstrate that the costs associated with remediation was not covered by the Landlord's insurance. As such, I dismiss this claim without leave to reapply.

The Landlord is claiming \$1,052.22 for kitchen items. I find that the Landlord has not yet incurred this cost as the Landlord only provided a quote in support. Furthermore, I find that the Landlord provided insufficient evidence to demonstrate that their Insurance did

not compensate them for loss of their possession due to the water damage. I therefore dismiss this claim without leave to reapply.

The Landlord is claiming \$3,082.21 for new furniture. I find that the Landlord has not yet incurred this cost as the Landlord only provided a quote in support. Furthermore, I find that the Landlord provided insufficient evidence to demonstrate that their insurance did not compensate them for loss of their possession due to the water damage. I therefore dismiss this claim without leave to reapply.

The landlord is claiming \$23.00 which was the cost associated with retrieving the Service BC Business Registration to obtain the Tenant's business address for the Landlord to serve the Application and evidence to. The Landlord stated that the Tenant did not provided a forwarding address at the end of the tenancy. I find that this cost was necessary to demonstrate that the Tenant maintained the same business address at the time that the Landlord submitted their Application. As such, I find that the Landlord is entitled to compensation in the amount of **\$23.00**.

The Landlord is claiming \$21.85 for a USB memory stick which was used to serve the Tenant with the Landlord's digital evidence in preparation for the hearing. I find that this expense is not recoverable under the Act, as it is the cost of doing business as a Landlord. As such, I dismiss this claim without leave to reapply.

Having been partially successful, I find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$1,591.99, which has been calculated below;

| Claim | Amount |
|-------------------------------|-------------------|
| Key, Fob, Parking Pass: | \$181.09 |
| Lock Replacement: | \$87.90 |
| Nominal Cleaning: | \$200.00 |
| Insurance Deductible: | \$1,000.00 |
| BC Business Registration Fee: | \$23.00 |
| Filing fee: | \$100.00 |
| TOTAL: | \$1,591.99 |

Conclusion

The Landlord has established an entitlement to monetary compensation and has been provided with a monetary order in the amount of **\$1,591.99**. The order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: March 15, 2021

Residential Tenancy Branch