



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on November 14, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord S.D. and the Tenant M.C. attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties 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. Are the Landlords entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?
2. Are the Landlords entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?

3. Are the Landlords entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on July 15, 2014. During the tenancy, the Tenants were required to pay rent in the amount of \$1,385.00 to the Landlords on the first day of each month. The Tenants paid a security deposit in the amount of \$550.00 which the Landlords continue to hold. The parties also agreed that the tenancy ended on October 31, 2020.

The Landlords submitted a monetary worksheet which contained their monetary claims outlined below;

The Landlords are claiming \$288.96 in relation to replacing three doors in the rental unit at the end of the tenancy. The Landlord stated that the doors were damaged beyond repair. The Landlord provided pictures and a receipt in support. The Tenant stated that he had agreed to pay for the replacement of only two doors. The Tenant did not agree with a third door being damaged.

The Landlords are claiming \$103.85 in relation to repairing a cracked glass door. The Landlord provided a picture of a crack in a glass door in support. The Landlord stated that he did not provide a receipt in support of the cost associated with replacing the glass. The Tenant stated that he did not recognise the glass door in the picture provided by the Landlord and denied breaking a glass door in the rental unit. The Tenant stated that the damage was not noted in the condition inspection report.

The Landlords are claiming \$140.00 to replace a strata Fob which had been damaged by the Tenant during the tenancy. The Landlord stated that he did not provide a receipt in support. The Tenant agreed that the Fob was damaged however was in good working order and that the damage was not beyond what could be considered reasonable wear and tear. The Landlords provided a picture of the Fob in support.

The Landlords are claiming \$100.00 to paint the new doors which the Landlords purchased. The Landlord stated that he did not provided a receipt in support of the cost associated with painting the doors. The Tenant stated that he did agree to the doors being painted and was under the impression that the doors purchased were already painted.

The Landlords are claiming \$50.00 for the cost associated with disposing the damaged doors. The Tenant stated that the dump fee should not have been that expensive.

The Landlords had claimed \$3,545.70 for water leak damage and a further claim for compensation relating to a fireplace being damaged but did not specify a monetary amount being sought. During the hearing, the Landlord requested to withdraw these two claims. The claims were withdrawn accordingly.

Analysis

Based on the 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 Landlords 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 Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlords did what was reasonable to minimize the damage or losses that were incurred.

According to the Residential Tenancy Policy Guideline 1; 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 tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

The Landlords are claiming \$288.96 in relation to replacing three doors in the rental unit at the end of the tenancy. I accept that the parties agreed that the Tenants were responsible for replacing two doors in the rental unit. I find that the Landlords provided sufficient evidence to demonstrate that a third door was broken. I further find that the Landlords have sufficiently verified the value of his loss based on the receipt provided. As such, I find that the Landlords are entitled to monetary compensation in the amount of **\$288.96**.

The Landlords are claiming \$103.85 in relation to repairing a cracked glass door. I find that the Landlords provided insufficient evidence, such as a receipt, to verify the value of the loss associated with repairing the glass door. As such I dismiss this claim without leave to reapply.

The Landlords are claiming \$140.00 to replace a strata Fob which had been damaged by the Tenants during the tenancy. I find that the Landlords provided insufficient evidence, such as a receipt, to verify the value of the loss associated with replacing the Fob. As such I dismiss this claim without leave to reapply.

The Landlords are claiming \$100.00 to paint the new doors which the Landlords purchased. I find that the Landlords provided insufficient evidence, such as a receipt, to verify the value of the loss associated with painting the new doors. As such I dismiss this claim without leave to reapply.

The Landlords are claiming \$50.00 for the cost associated with disposing the damaged doors. I find that the Landlords provided insufficient evidence, such as a receipt, to verify the value of the loss associated with disposing the damaged doors. As such I dismiss this claim without leave to reapply.

Having been partially successful, I find the Landlords are entitled to recover the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlords retain \$388.96 from the \$550.00 security deposit held in satisfaction of the claim ($\$550.00 - \$388.96 = \$161.04$)

Pursuant to section 67 of the *Act*, I find the Tenants are entitled to a monetary order in the amount of \$161.04, which represents the remaining balance of their security deposit less the previously mentioned deductions.

Conclusion

The Landlords have established an entitlement to monetary compensation in the amount of \$388.96 which has been deducted from the Tenants' security deposit. The Tenants are granted a monetary order in the amount of **\$161.04** which represents the remaining balance of the Tenants' security deposit. The order should be served to the Landlords 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 16, 2021

Residential Tenancy Branch