



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, MNDL, MNDCL

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on September 17, 2020 (the "Application"). The Landlords 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 Landlords and the Tenant attended the original 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 original hearing took place on January 11, 2020, however, was adjourned to allow for more time as we did not complete the hearing within the time allotted. The hearing reconvened on April 12, 2021. The Landlord D.M., the Tenant, and the Tenants witness W.E. attend the reconvened hearing.

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, compensation, or loss, pursuant to Section 67 of the *Act*?

2. 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 June 1, 2016. During the tenancy, the Tenant was required to pay rent in the amount of \$1,300.00 to the Landlords on the first day of each month. The Tenant paid a security deposit in the amount of \$650.00 which has since been dealt with in a previous hearing. The Landlords stated that the tenancy was meant to end on January 31, 2020, however, the Tenant did not vacate the rental unit until February 9, 2020. The Tenant stated that they vacated the rental unit on January 31, 2020.

The Landlords provided a detailed list of claims on a monetary worksheet which has been outlined below;

The Landlords are claiming that the Tenant left the rental unit unclean which required 33 hours of cleaning at a cost of \$660.00. The Landlords provided an itemized list of areas which needed further cleaning and sanitizing. The Landlords provided a handwritten invoice in support. The Landlords also provided pictures of the rental unit.

The Tenant stated that she left the rental unit clean and employed the services of a cleaner at a cost of \$480.00. The Tenant stated that no further cleaning was required. The Tenant provided a cleaning receipt in support.

The Landlords are claiming \$200.00 for the repair of two screen doors. The Landlords referred to an email which described the damage and the cost associated with the repairs. The Tenant responded by stating that the screen doors had damage at the start of the tenancy and denied any further damaged caused to the screen doors throughout the tenancy.

The Landlords are claiming \$64.13 for the replacement of a shower head. The Landlord stated that the shower head was not working and was missing a part at the end of the tenancy. The Tenant stated that she did not notice any issues with the showerhead during the tenancy.

The Landlords are claiming \$595.14 in relation to two plumbing invoices to repair the water pressure system. The Landlord stated that the Tenant misused the hot water tank during the tenancy as there were several dents observed on the tank which caused the

pipes leading to the tank to come loose and start leaking. The Landlord stated the water pressure system was newer, therefore, should not have been leaking unless tampered with.

The Landlords provided a statement from the owner of the plumbing company who attend to repair the leaking water pressure system at the rental unit. According to the statement, the plumber is of the impression that the water system had been tampered with which may have cause the leak. The statement notes that the fitting brass fittings had been rotated .45 degrees from its original position and backed off several threads. The plumber noted in the statement that the system worked with no leaks during the prior month when he was in attendance. Furthermore, the Plumber noted that the glued PVC joints that had been recently installed were also leaking which is very uncommon.

The Tenant stated that there were pinholes in the pipes which were spraying water. The Tenant denied responsibility for causing the leak.

The Landlords are claiming \$356.69 to replace the flooring in the basement as a result of water damage caused by the Tenant. The Landlord stated that the Tenant had damaged the hot water tank which loosened the piping attached to the hot water tank resulting in a leak. The parties agreed that they had shared the cost to replace the flooring at the start of the tenancy. As such, the Landlords are only claiming for half of the cost to replace the flooring after the leak occurred.

The Tenant stated that she does not feel responsible for the water leak, therefore, should not be responsible for the cost of replacing the flooring. Furthermore, the Tenant disagreed with the amount being claimed for flooring by the Landlords.

The Landlords are claiming \$600.00 which is their estimated cost to replace a retro table and chairs set that had been damaged by the Tenant during the tenancy. The Tenant acknowledged responsibility for the damage caused to the table and chairs, however, stated that the Landlords estimate is not reasonable. The Tenant stated that she replaced the table and chairs with a comparable set.

The Landlords are claiming \$49.28 to replace two-bedroom door levers. The Landlord provided a receipt in support. The Tenant stated that she did not damage the levers. The Tenant stated that she removed the levers and replaced them with other ones. The Tenant stated that she left the original levers at the end of the tenancy.

The Landlords are claiming \$74.94 to replace laminate flooring in the upper portion of the rental unit as a result of some gouges caused by the Tenant. The Tenant denied any damage to the laminate and stated that the Landlord only replaced the flooring as there was black mould found underneath. The Landlord stated that the black substance under the flooring was the adhesive used, not mould. The Landlords provided a receipt and pictures in support.

The Landlords are claiming \$150.00 which is an estimate of how much it would cost to replace a portion of the carpet in the sitting room. The Tenant denied that the carpet needed replacement.

The Landlords are claiming \$500.00 which is their estimate to replace ten venetian blinds which had been damaged during the tenancy. The Tenant stated that she purchased eight of the ten venetian blinds which were in the rental unit. The Tenant stated that two of the blinds were not damaged.

The Landlords are claiming \$30.00 to replace basement door hinges. The Landlords did not provide a receipt. The Tenant did not notice any damage or issues with the door during the tenancy.

The Landlords are claiming \$49.37 to repair the door latch and handle to the front door of the rental unit. The Tenant denied any issues with the front door during the tenancy. The Landlords provided a receipt dated April 21, 2018 in support.

The Landlords are claiming \$20.90 to install the strapping on the hot water tank. The Landlord provided a receipt dated November 2019 in support. The Tenant denied the need to purchase this item.

The Landlords are claiming \$23.53 for the cost associated with replacing parts for the water line. The Landlord provided a receipt dated December 21, 2017 in support. The Tenant stated that this was unrelated to the rental unit.

The Landlords are claiming \$650.00 for the loss of rent as a result of the Tenant moving out late. The Landlords stated that the Tenant left some items behind as well as having to clean and repair the damage caused by the Tenant resulted in the new occupant not being able to gain possession of the rental unit until February 16, 2020. The Tenant responded by stating that the rental unit was left clean and undamaged. The Tenant stated that the only items left behind were agreed upon by both parties.

If successful, the Landlords are also seeking the return of the filing fee paid to make the Application.

### 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 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.

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 that the Tenant left the rental unit unclean which required 33 hours of cleaning at a cost of \$660.00. While the Landlord provided pictures to demonstrate the condition of the rental unit, I find that the pictures were poor quality which made it difficult to determine if the rental unit required further cleaning. The Landlord provided a handwritten list of items that required further cleaning. I accept that the Tenant had the rental unit cleaned which is demonstrated in a receipt provided by the Tenant. In this case I find that the Landlord provided insufficient evidence to demonstrate that the rental unit required further cleaning. As such, I dismiss this claim without leave to reapply.

The Landlords are claiming \$200.00 for the repair of two screen doors, \$64.13 for the replacement of a shower head, \$49.28 to replace two-bedroom door levers, \$74.94 to replace laminate flooring, \$150.00 to replace carpeting, \$500.00 to replace 10 venetian blinds, \$30.00 to replace door hinges, \$49.37 to repair the door latch and handle to the front door of the rental unit, \$20.90 to install the strapping on the hot water tank, and \$23.53 for the cost associated with replacing parts for the water line in 2017.

According to Section 23(1) of the Act; The 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 or on another mutually agreed day.

(2) The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if

(a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and

(b) a previous inspection was not completed under subsection (1).

(3) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(4) The landlord must complete a condition inspection report in accordance with the regulations.

(5) 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.

(6) The landlord must make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (3), and

(b) the tenant does not participate on either occasion.

The Landlords have made several claims in relation to repairs made to the rental unit. The Landlord stated that the Tenant caused the damage to the rental unit which required repair. The Tenant stated that the damage was either there prior to the start of the tenancy, or not damaged at all. Neither party was able to produce a copy of a condition inspection report completed at the start and at the end of the tenancy for my consideration.

I find that without a condition inspection being conducted at the start of the tenancy, it is difficult to compare the condition of the rental unit prior to the commencement of the tenancy, to the condition at the end of the tenancy. As such, I find that the Landlord has provided insufficient evidence to demonstrate that the damage to the rental unit was caused by the Tenant. In light of the above, I dismiss the Landlords' claim for repairs without leave to reapply.

The Landlords are claiming \$595.14 in relation to two plumbing invoices to repair the water pressure system. The Landlord stated that the Tenant misused the hot water tank during the tenancy as there were several dents observed on the tank which caused the pipes leading to the tank to come loose and start leaking.

In this case, I find that the Tenant was responsible for misusing the hot water tank, which is connected to the water line that began to leak. I find that the Landlord has provided sufficient evidence from a qualified plumber to indicate that the Tenant misusing the hot water is more likely than not the cause of the leak. As such, I find that the Landlords are entitled to compensation in the amount of **\$595.14**.

The Landlords are claiming \$356.69 to replace the flooring in the basement as a result of water damage caused by the Tenant. After having found that the Tenant was responsible for the water leak, I find that the Tenant is also responsible for replacing the flooring which was damaged due to the water leak and award the Landlords compensation in the amount of **\$356.69**.

The Landlords are claiming \$600.00 which is their estimated cost to replace a retro table and chairs set that had been damaged by the Tenant during the tenancy. I find that the Landlord has provided insufficient evidence to demonstrate that the value of the damaged table and chairs. I accept that the Tenant replaced the table and chairs with a comparable set. As such, I dismiss the Landlords' claim without leave to reapply.

The Landlords are claiming \$650.00 for the loss of rent as a result of the Tenant moving out late. The Landlords stated that the Tenant left some items behind as well as having

to clean and repair the damage caused by the Tenant resulted in the new occupant not being able to gain possession of the rental unit until February 16, 2020. I find that the Landlords have provided insufficient evidence to demonstrate that the rental unit was left in such a state that prevented the next occupant from taking possession of the rental unit. 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.

Pursuant to section 67 of the *Act*, I find the Landlords are entitled to a monetary order in the amount of \$1,051.83.

### Conclusion

The Landlords have established an entitlement to monetary compensation in the amount of \$1,051.83. 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: May 11, 2021

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Residential Tenancy Branch