



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction

A hearing was convened on March 05, 2021 in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

At the hearing on March 05, 2021 the female Landlord stated that on November 19, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch in November of 2020 was served to the Tenant, via registered mail. The Tenant acknowledged receiving these documents. As these documents were served to the Tenant within the timelines established by the Residential Tenancy Branch Rules of Procedure, the evidence was accepted as evidence for these proceedings.

On February 17, 2021 the Tenant submitted evidence to the Residential Tenancy Branch. At the hearing on March 05, 2021 the Tenant stated that this evidence was served to the Landlords, via registered mail, on February 17, 2021. The Landlords acknowledged receiving this evidence. As this evidence was served within the timelines established by the Residential Tenancy Branch Rules of Procedure, it was accepted as evidence for these proceedings.

On February 22, 2021 the Landlord submitted additional evidence to the Residential Tenancy Branch. At the hearing on March 05, 2021 the female Landlord stated that this evidence was served to the Tenant, via registered mail, on February 22, 2021. At the

hearing on March 05, 2021 the Tenant stated that she has not checked her mailbox since February 17, 2021, and she has not received this evidence.

Rule 3.14 of the Residential Tenancy Branch Rules of Procedure require an Applicant to serve evidence to a Respondent “no less than 14 days before the hearing”. As the Landlords mailed the February 22, 2021 evidence to the Tenant on February 22, 2021, I find that this evidence was not served within 14 days of the hearing on March 05, 2021, and it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

There was insufficient time to conclude the hearing on March 05, 2021, so the hearing was adjourned. The hearing was reconvened on June 01, 2021 and was concluded on that date.

Preliminary Matter

The Landlords and the Tenant agree that this tenancy was the subject of a previous dispute resolution proceeding, the file number for which appears on the first page of this decision. The parties each agreed that I could review that decision prior to rendering a decision in this matter.

I have reviewed that decision and find that it has no direct relevance to these proceedings.

Issue(s) to be Decided

Are the Landlords entitled to compensation for damage to the rental unit, to compensation for costs related to a delay in re-renting the unit, and to keep all or part of the security deposit?

Background and Evidence

The female Landlord stated that this tenancy began on October 01, 2015. She stated that there was no delay in moving into the rental unit and that the rental unit was painted prior to October 01, 2015.

The Tenant stated that the tenancy did not begin until October 07, 2015. She stated that there was a delay in moving into the rental unit because the rental unit was being painted. At the hearing on March 05, 2021 the Tenant stated that she submitted no evidence to corroborate this testimony.

At the hearing on June 01, 2021 the Tenant stated that she has a pro-rated cheque for the rent she paid for October of 2015, which she contends shows that the tenancy began on October 07, 2015. She stated that she did not submit a copy of this cheque as evidence. The female Landlord stated that she does not believe the Tenant paid pro-rated rent for October of 2015.

The female Landlord stated that the Tenant paid a security deposit of \$522.50. The Tenant stated that she is not certain of the amount paid for a security deposit. The tenancy agreement declares that a security deposit of \$522.50 was paid on October 01, 2015.

The Landlords submitted a copy of the tenancy agreement, which has been signed by both parties, which declares the tenancy began on October 01, 2015.

The Landlord and the Tenant agree that a condition inspection report was completed on October 01, 2015.

The female Landlord stated that a copy of the tenancy agreement and the condition inspection report was provided to the Tenant on October 01, 2015. The Tenant stated that these documents were not provided to her until they were served as evidence for these proceedings.

The Landlord and the Tenant agree that:

- the tenancy ended on October 31, 2020;
- a condition inspection report was completed on October 31, 2020; and
- and the Tenant provided a forwarding address on the final condition inspection report.

The Tenant contends that she is entitled to the return of double the security deposit, as the Landlords did not file this Application for Dispute Resolution within fifteen days of this tenancy ending. The female Landlord stated that this Application for Dispute Resolution was filed on November 09, 2020.

The Landlords are seeking compensation, in the amount of \$270.00, for repairing two closet bi-fold doors. The Landlords submitted a document that shows bi-fold doors can be purchased on-line for \$135.00.

In support of the claim for damaged doors the male Landlord stated that:

- during the final inspection he observed that the two closet doors were not sliding properly on their tracks; and
- he removed the doors from their tracks and determined the hinge pin was broken away from the door.

In response to the claim for the damaged doors the Tenant stated that the doors worked properly throughout her tenancy and they never came out of their track until the male Landlord removed them from their track at the end of the tenancy.

The Landlords are seeking compensation, in the amount of \$245.20, for repairing plumbing under the kitchen sink. The Landlords submitted an invoice for the plumbing repair.

In support of the claim for plumbing repairs the male Landlord stated that:

- the p-trap and the water supply lines under the kitchen sink were damaged at the end of the tenancy;
- during two inspections prior to the end of the tenancy he noted that the cupboard under the sink was so full that the door would not fully close;
- during those two inspections he noted that when the cupboard door was closed the garbage can and other items stored under the sink would press against the plumbing;
- after each inspection he told the Tenant to reduce the quantity of items in that cupboard;
- the pressure on the plumbing caused the plumbing to leak in August of 2020 and to leak at the end of the tenancy;
- he is a plumber;
- he repaired the p-trap on August 23, 2020; and
- the plumbing was repaired again at the end of the tenancy.

In response to the claim for plumbing the Tenant stated that:

- there was no leak under the sink in August of 2020;
- during an inspection in August of 2020 the male Landlord inspected under the kitchen sink and determined repairs were needed;

- she speculates that the male Landlord overtightened the p-trap during that inspection, which caused it to crack;
- she did not store too many items in the cupboard under the sink;
- the Landlords did not caution her about the quantity of items under the sink;
- there was no leak under the sink at the end of the tenancy; and
- the plumbing under the sink was not damaged at the end of the tenancy, with the exception of the p-trap.

The Landlords are seeking compensation, in the amount of \$1,195.00, for painting the rental unit. The female Landlord stated that the rental unit was freshly painted just prior to the start of this tenancy.

The Landlords contend the rental unit needed painting at the end of the tenancy and the Tenant contends that it did not require painting.

The Landlords are seeking compensation, in the amount of \$472.50, for repairing the drywall prior to painting the rental unit. The Landlords submitted an invoice for the drywall repairs.

The male Landlord stated that numerous drywall repairs were required in several areas, particularly in the kitchen dining area where it appears chairs have damaged the wall. He stated that minor drywall repairs were also needed in the bedroom and master bathroom. He stated that the walls were in good condition at the start of the tenancy, with the exception of some pre-existing damage to the living room wall where a television had been mounted to the wall.

The Tenant stated that all of the damage shown in the kitchen dining area in the Landlords' video evidence was pre-existing. She stated that the Landlords simply painted over the pre-existing damage in that area when the unit was painted prior to her tenancy. She stated that the walls were not damaged anywhere during her tenancy.

The Landlords are seeking compensation, in the amount of \$61.22, for repairing a microwave handle, which the Landlords contend was broken on two occasions. The Landlords submitted a receipt of the cost of parts to replace the handle, dated September of 2020, in the amount of \$30.61.

In support of the claim for the damaged microwave, the male Landlord stated that the microwave handle was replaced on October 04, 2020 after the Tenant reported it

broken a second time and it was replaced approximately six months earlier when the Tenant initially reported it broken.

The Tenant stated that the microwave handle was reported broken on August 13, 2020 and that it was not repaired until October 04, 2020. She stated that the handle did not break prior to August of 2020. She contends that the handle broke during normal use.

The Landlords are seeking compensation, in the amount of \$350.52, for repairing a damaged stovetop. The Landlords submitted a photograph of a small chip/dent on the stovetop.

The Tenant stated that this was pre-existing damage to the stovetop, which was recorded on the condition inspection report at the start of the tenancy as minor scratches. The female Landlord stated that there were minor scratches on the stovetop at the start of the tenancy, as noted on the condition inspection report, but this damaged area occurred after the start of the tenancy.

The Landlords submit that the stove top is still currently functional and has not been repaired.

The Landlords are seeking compensation, in the amount of \$1,969.80, for replacing 13 kitchen cabinet boxes.

In support of the claim for kitchen cabinets the male Landlord stated that:

- the cabinet boxes have not yet been replaced;
- the shelving of the cabinet boxes is “swollen” in several places from wet or damp items being placed on the shelves; and
- the shelving is scratched and/or marked in several places.

In response to the claim for kitchen cabinets the Tenant stated that:

- the images submitted by the Landlords fairly represent the condition of the cabinets at the end of the tenancy;
- the shelving was not “swollen”;
- she had placed shelving lining on the shelving;
- the markings on the shelving was left by the lining she used;
- she could not have scratched the shelving, as she used shelving lining; and
- any scratches on the shelving would have been pre-existing.

The Landlords are seeking compensation, in the amount of \$6,695.85, for replacing the flooring.

In support of the claim for flooring the male Landlord stated that:

- when the unit was inspected at the end of the tenancy the Landlord did not notice the edges of the floor had lifted in the main living area of the rental unit;
- the Landlords did note that the edges of the floorboards in the entry were lifting and it was noted on the final condition inspection report;
- using a moisture detector, the Landlords found several areas on the flooring with high moisture readings;
- on the videos submitted by the Landlords, the Landlords identified areas with high moisture reading;
- the moisture readings were taken on the evening of October 31, 2021; and
- moisture readings were not taken at the start of the tenancy.

In support of the claim for flooring the female Landlord stated that:

- they do not know what caused the moisture damage to the floor;
- the moisture damage could have been caused by spills or heavy mopping;
- the Landlord does not believe the moisture damage occurred as a result of a leaking sink or water leaking into the unit at the front door, as high moisture levels were found at various locations on the floor; and
- her son left a hose running near the front door of the rental unit but several hours after that event the Tenant advised her there was no water in the unit.

In response to the claim for flooring the Tenant stated that:

- when the tenancy ended the edges of the floorboards were not lifting;
- when the tenancy ended the flooring in the rental unit was not damp;
- she does not know why the Landlords detected high moisture readings, although it is possible that the Landlords washed the floor with an excessive amount of water after the tenancy ended;
- it is possible the high moisture readings were caused by water leaking through the front door when the Landlord's son left a hose running near the door;
- it is possible the high moisture readings were caused by the Landlord spilling water at the front door;
- it is possible the high moisture readings were caused moisture in the subfloor; and
- nothing occurred during her tenancy that would have caused moisture damage to the flooring.

The Landlords are seeking compensation, in the amount of \$61.44 for changing the locks to the rental unit. The Landlords submitted a document that shows a lock can be purchased for \$61.44, although the Landlords contend they paid somewhat more than that for the lock they purchased.

In support of the claim for changing the locks the female Landlord stated that:

- at the time of the final inspection the Tenant returned two keys to the rental unit;
- she used one key to open the door of the rental unit;
- she placed the keys on a shelf near the front door of the rental unit;
- when the Landlords retrieved the keys from the shelf at the end of the inspection, it would not work in the lock;
- the Tenant's friend, who was waiting outside of the rental unit during the inspection repeatedly opened the front door;
- they speculate that either the Tenant or the Tenant's friend switched the keys during the inspection;
- they compared the key that they had in their possession at the end of the tenancy with the spare key they had to the rental unit, and determined it was different;
- they were unable to open the lock with the spare key they had for the rental unit; and
- they had to change the deadbolt because they were no longer able to lock the rental unit.

In response to the claim for changing the locks the Tenant stated that:

- she did not change the lock to the rental unit;
- she returned the keys to the rental unit to the Landlords during the final inspection;
- the Landlords used that key to open the lock to the rental unit; and
- she did not take the key after the tenancy ended.

The Landlords are seeking compensation, in the amount of \$1,200.00, for replacing the countertop in the kitchen.

In support of the claim for the countertop the female Landlord stated that:

- most of the countertop was saturated, most severely near the kitchen sink, which caused the countertop to warp;
- the moisture reading taken at the end of the tenancy showed moisture levels of 100% in the countertop;
- a moisture reading of the countertop was not taken at the start of the tenancy;

- the countertop was 10 years old;
- the Landlords submitted one photograph of the countertop to support the damage claim;
- the photograph submitted is blurry because they were trying to take a close-up of the counter to demonstrate the counter was warped by showing there is a gap between the counter and the straight edge of a carpenter's level;
- the Tenant's video #21 is a video of the female Landlord and a male measuring the countertop and drywall in the rental unit on October 08, 2020, in preparation for replacing the countertop after the tenancy ended; and
- she has not viewed the Tenant's video #38, so she does not know if it shows the countertop is in good condition.

In support of the claim for the countertop the male Landlord stated that even if the Tenant's video #38 shows the countertop is in good condition, the video would not fairly demonstrate the warping that was present in the countertop.

In response to the claim for the countertop the Tenant stated that:

- the countertop was in good condition at the end of the tenancy;
- in her video #21 the female Landlord can be seen inspecting the countertop for damage and not finding any damage on October 08, 2020;
- in her video #21 a male is measuring the countertop for replacement purposes; and
- her video #38, which was taken on October 31, 2020, shows the countertop was in good condition at the end of the tenancy.

The Landlords are seeking compensation, in the amount of \$523.88, for temporarily housing the new occupants.

In support of the claim for the temporary housing the female Landlord stated that:

- the new tenant was not able to move into the rental unit on November 01, 2020 due to the need to repair the rental unit;
- they paid \$523.88 to temporarily house the new tenant for five days at the start of the new tenancy;
- they booked the temporary housing prior to the end of the tenancy, as they knew repairs were required;
- during the first five days of the new tenancy they repaired and painted the walls, repaired the damaged microwave, changed the locks, replaced the kitchen counter, repaired the plumbing, and repaired the cupboards; and

- the Landlord did not want to make these repairs during the latter part of the tenancy as the Tenant was uncooperative and confrontational at the end of the tenancy.

In response to the claim for the temporary housing the Tenant stated that the Landlord could have made some of the aforementioned repairs when they entered the rental unit on October 23, 2020 to make other repairs.

In support of the claim for the temporary housing the male Landlord stated that:

- when they entered on October 23, 2020 the purpose of the entry was solely to repair the caulking around the bathtub; and
- it would have been impractical to make other repairs prior to the end of the tenancy due to the presence of the Tenant's personal belongings.

Analysis

Regardless of whether the tenancy began on October 01, 2015, as the Landlords contend, or whether the tenancy began on October 07, 2015, as the Tenant contends, I find that the parties entered into a tenancy agreement that began in 2015.

On the basis of the female Landlord's testimony, the tenancy agreement, and the absence of evidence to the contrary, I find that the Tenant paid a security deposit of \$522.50.

Section 21 of the *Residential Tenancy Regulation* stipulates that a condition inspection report completed that is signed by both parties 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.

As the Tenant signed the condition inspection report that was completed on October 01, 2015 and she indicated that she agreed with the content of the report, I find it is evidence of the condition of the rental unit at the start of the tenancy, unless the Tenant is able to produce credible evidence to the contrary.

On the basis of the undisputed evidence, I find that the tenancy ended on October 31, 2020; that a condition inspection report was completed on that date; and that the Tenant provided her forwarding address, in writing, on that date.

I find that the condition inspection report that was completed on October 31, 2020 cannot be relied upon as proof of the condition of the rental unit at the end of the tenancy, as the Tenant did not agree with the content of the report. The report merely serves as evidence of the Landlords' opinion regarding the condition of the unit at the end of the tenancy.

Section 38(1) of the *Residential Tenancy Act (Act)* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

Residential Tenancy Branch records show that the Landlords filed this Application for Dispute Resolution and paid the filing fee on November 09, 2020. I therefore find that the Landlords complied with section 38(1) of the *Act*, as they filed the Application for Dispute Resolution within 15 days of the tenancy ending on October 31, 2020.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with section 38(1) of the *Act*, the landlord may not make a claim against the security deposit or any pet damage deposit and the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As the Landlord complied with section 38(1) of the *Act*, section 38(6) of the *Act* does not apply.

Section 24(2) of the *Act* stipulates that the right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not comply with section 23(3) of the *Act*, which requires a landlord to offer a tenant two opportunities for the inspection, as prescribed by the Residential Tenancy Regulation; having complied with section 23(3) of the *Act*, does not participate on either occasion; or does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

I find there is insufficient evidence to determine whether the female Landlord was being truthful when she stated that a copy of the tenancy agreement and the condition inspection report were provided to the Tenant on October 01, 2015 or whether the Tenant was being truthful when she stated that the condition inspection report was not provided to her until it was served as evidence for these proceedings. I therefore find that I have insufficient evidence to determine whether the Landlords complied with section 23(5) of the *Act*, which requires them to provide a copy of the condition inspection report to the Tenant in accordance with the Residential Tenancy Regulation.

As the parties agree they met on October 01, 2015 to inspect the rental unit on October 01, 2015, I find that the Landlords complied with section 23(3) of the *Act*; that they inspected the rental unit on that date; and that they completed a condition inspection report on that date.

As the Landlords completed the report on the date the parties met at the start of the tenancy and there is insufficient evidence to support the Tenant's submission she was not served with a copy of that report in accordance with the Residential Tenancy Regulation, I cannot conclude that the Landlords' right to claim against the security deposit was extinguished pursuant to section 24(2) of the *Act*.

Section 36(2) of the *Act* stipulates that the right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not comply with section 35(2) of the *Act*, which requires a landlord to offer a tenant two opportunities for the inspection, as prescribed by the Residential Tenancy Regulation; having complied with section 35(2) of the *Act*, does not participate on either occasion; or does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

As the evidence shows that the unit was jointly inspected at the end of the tenancy, on October 31, 2020; a final condition inspection report was completed; and there is no evidence that that Tenant was not provided with a copy of that report in accordance with the Residential Tenancy Regulation, I cannot conclude that the Landlords' right to claim against the security deposit was extinguished pursuant to section 36(2) of the *Act*

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss. In these circumstances, the burden of proving their claims rests with the Landlords.

Section 37(2) of the *Act* stipulates that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and 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 favour the testimony of the male Landlord over the testimony of the Tenant regarding closet doors being damaged at the end of the tenancy. I find that the Tenant's testimony that the doors were working properly during her tenancy is directly refuted by the Landlord's video evidence, which clearly shows that a closet door is not opening properly and by a photograph that shows the door tracking is bent. The video evidence shows the male Landlord gently removing a closet door and then demonstrating how the door is broken.

On the basis of the video evidence and the testimony of the male Landlord, I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when the Tenant failed to repair the damaged closet doors. I therefore find that the Landlords are entitled to compensation for replacing two damaged doors, in the amount of \$270.00.

I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when the Tenant failed to repair the damaged plumbing. I therefore find that the Landlords are entitled to compensation for repairing the plumbing, in the amount of \$245.20.

On the basis of the photographs submitted in evidence by the Landlord and the undisputed evidence, I find that the p-trap under the kitchen sink was damaged at the end of the tenancy. Although I am unable to see damage to the water supply lines in the images submitted, it appears that force has been applied to the lines as they have been pulled away from the wall, which supports the Landlords' submission they were damaged.

I favour the submission of the Landlords, who submit that the area under the sink was overloaded, over the testimony of the Tenant, who contends it was not overloaded. I favour the submission of the Landlords because it was corroborated by the letter to the Tenant, dated October 20, 2020, in which the Landlords advise the Tenant the plumbing under the sink is damaged and that the cabinet was once again "overloaded and compromised". I also favour the submission of the Landlords' because the female Landlord refers to the cupboard being overloaded in the video taken during the final inspection, in which the male Landlord explains the nature of the damage to the plumbing.

I find it reasonable to conclude that the p-trap was cracked and the water supply lines were compromised as result of the excessive force being applied to the plumbing when the door was forced closed.

I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when the Tenant failed to leave the walls in reasonably good condition.

I find that the video evidence submitted by the Landlords is more consistent with the Landlords' submission that the drywall in the kitchen dining area was damaged after the rental unit was painted at the start of the tenancy than the Tenant's submission that the drywall damaged occurred prior to the unit being painted at the start of her tenancy. I therefore find that the Landlords are entitled to compensation, in the amount of \$472.50 for repairing damaged drywall.

Although the Tenant submitted video evidence to establish that some walls in the unit were in good condition, the Landlords submitted sufficient video evidence to establish that other areas in the unit clearly required painting, as they had what appears to be an oily film on them.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of interior paint is four years. The evidence shows that the rental unit was painted at the beginning of the tenancy and was, therefore more than four years old at the end of the tenancy. I therefore find that the paint had exceeded its life expectancy and that the Landlords are not entitled to compensation for painting the unit.

On the basis of the undisputed evidence, I find that the microwave handle broke on at least one occasion during this tenancy. I find that the Landlords submitted insufficient evidence to corroborate their submission that it broke two times during the tenancy or to refute the Tenant's testimony that it only broke on one occasion. As the Landlords have failed to establish that the handle broke on two occasions, I dismiss their application for repairing the handle a second time.

I find that the Tenant failed to comply with section 37(2)(a) of the *Act* when the Tenant failed to repair the microwave handle that broke during the tenancy. I find that the photograph of the broken handle submitted in evidence by the Landlords suggests that this handle broke due to an excessive amount of force, rather than through normal use.

I therefore find that the Tenant must compensate the Landlords for repairing the handle, in the amount of \$30.61.

On the basis of the undisputed evidence, I find that there is a small damaged area on the top of the stovetop. Even if I accepted that this damage occurred during the tenancy, I would not conclude that the Tenant is obligated to repair the damage, as the Tenant is not required to repair damage that occurred during normal wear and tear. I find that this damage is so minor that it constitutes normal wear and tear, as that damage could have occurred during minor incidents that routinely occur during a tenancy and the damage does not impact the functionality of the stove. I therefore dismiss the claim for repairing the stove.

I find that the Landlords submitted insufficient evidence to establish that the shelving in the kitchen cabinets were "swollen". In reaching this conclusion I was heavily influenced by the absence of photographic evidence that corroborates the Landlord's submission that they were swollen or that refutes the Tenant's evidence they were not swollen. As the Landlords have failed to establish that the shelving was "swollen", I find that they are not entitled to compensation for repairing the alleged swelling.

On the basis of the undisputed evidence, I find that the shelving in several cabinets were marked at the end of the tenancy. Even if I accepted that this damage occurred during the tenancy, I would not conclude that the Tenant is obligated to repair the damage, as the Tenant is not required to repair damage that occurred during normal wear and tear. I find that this damage constitutes normal wear and tear, as cabinets typically become scratched and marked during normal use. I therefore dismiss the claim for repairing the cabinets.

I find that the Landlords have submitted insufficient evidence to establish that the floors in the rental unit were damaged during the tenancy.

Although the Landlords contend the floorboards are lifting at the edges, the Tenant denies that submission and the submission is not corroborated by the images of the floor submitted in evidence. Although there are a few areas on the flooring where the boards do not meet "tightly", I have insufficient evidence to conclude that is the result of the actions or neglect of the Tenant.

In concluding that there is insufficient evidence to establish that the flooring is damaged, I was heavily influenced by the Tenant's videos #23 and #24. In those videos the Landlords can be seen closely inspecting the flooring in the living room and kitchen, and

concluding that the flooring was in good condition. I specifically note that a Landlord runs their stockinged feet across the floorboards, at which time one would expect they would have noticed any significant damage to the floorboards. Although the Landlords submit that they noticed the damage after subsequent cleaning, I note that the floors were very clean in videos 23 and 24.

I find the evidence of high moisture readings on the flooring is of limited evidentiary value, as there is no evidence that the Landlords took moisture readings at the start of the tenancy. I find it entirely possible that the readings would have been equally high if the readings had been taken at the start of the tenancy.

In concluding that the high moisture readings are of limited evidentiary value, I was influenced by the absence of evidence that suggested any moisture damage to the floor was caused by the Tenant. There is no evidence that the floor was flooded during the tenancy, that it was washed in a manner that would cause water damage, or that the actions or neglect of the Tenant caused the high readings. I find it entirely possible, as the Tenant contends, that the high moisture reading is a result of forces beyond the control of the Tenant. I therefore dismiss the claim for repairing the flooring.

On the basis of the undisputed evidence I find that the Tenant provided the Landlords with keys that opened the rental unit when the final inspection was completed at the end of the tenancy, and that those keys were placed on a shelf in the unit while the final inspection was being completed.

I find that the Landlords submitted insufficient evidence to establish the Tenant or her friend somehow switched the keys to the rental unit during the final inspection. In reaching this conclusion I was heavily influenced by the absence of evidence to corroborate this submission or to refute the Tenant's testimony that she did not do so. While I acknowledge that it is possible the Tenant or her friend intentionally took the keys during the final inspection for the purpose of being vindictive, it is equally possible that the Landlords demonstrated their inability to open the lock after the Tenant left the unit by intentionally attempting to open the door with incorrect keys, for the purpose of being vindictive.

As the Landlords have failed to meet the burden of proving that the Tenant re-keyed the locks, I dismiss their claim for replacing the lock.

I find that the Landlords have submitted insufficient evidence to establish that the countertops in the rental unit were damaged during the tenancy. In reaching this

conclusion, I was heavily influenced by the absence of evidence that clearly establishes the countertops were damaged. Rather, I find that the Tenant's videos #21 and #38 show the counters were in good condition.

On the basis of the Landlord's photograph that shows there is a gap between the counter and the straight edge of a carpenter's level at some point on the countertop, I find that the Landlord has submitted insufficient evidence to establish that this gap was the result of the actions or neglect of the Tenant. I find it entirely possible that this gap was simply a flaw in the countertop that had nothing to do with the actions of the Tenant.

Even if I accepted the Landlords' submission that there were high moisture readings in the countertop, I find that the Landlords have failed to establish that the countertop was damaged by water. In reaching this conclusion I was heavily influenced by the absence of photographs that establish that the countertops were actually damaged. I have extensive experience with residential tenancy matters and I have seen numerous countertops damaged by water. In my view, these countertops do not demonstrate the type of swelling and peeling that is typically associated with countertops that have been damaged by water.

As the Landlords have failed to establish that the countertop was damaged during the tenancy, I dismiss the claim for replacing the countertop.

Although I accept the start of the new tenancy was delayed while the Landlords repaired the cupboards and replaced the countertop in the kitchen, I have not found the Tenant to be liable for those repairs. As the Tenant was not liable for those repairs, she cannot be held responsible for the delay in the start of the new tenancy as a result of those repairs.

Although I have found that the Landlord needed to repair the damaged microwave, change the locks, and repair the plumbing at the end of the tenancy, I find that these repairs could have been made prior to the start of the new tenancy or after the new tenancy began. I therefore find the Tenant cannot be held responsible for the delay in the start of the new tenancy as a result of these repairs.

I find that the need to repairs the walls that were damaged during the tenancy before the rental unit could be painted delayed the start of the new tenancy. As I have found that the Tenant was liable for the damage to the walls, I find that she is also liable for delay in starting the new tenancy as a result of the need to repair the walls prior to

painting. I find that with reasonable diligence, those walls could have been ready for painting by the afternoon of November 01, 2020 and the tenancy could have begun on November 02, 2020. As the new tenancy was to begin on November 01, 2020, I find that Tenant must compensate the Landlord for the cost of housing the new tenant for 1/5 of the cost of housing the new tenant for five nights, which is \$104.78.

In considering the claim for temporary housing, I find that it would have been impractical for the Landlord to repair the walls while the Tenant's personal belongings were in the unit.

I find that the Landlords' Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlords have established a monetary claim, in the amount of \$1,223.09, which includes \$270.00 for damaged closet doors; \$245.20 for damaged plumbing; \$472.50 for damaged drywall; \$30.61 for the damaged microwave; \$104.78 for temporary housing, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlords to retain the Tenant's security deposit of \$522.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlords a monetary Order for the balance \$700.59. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: June 02, 2021

Residential Tenancy Branch