



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 6, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing with an agent. However, the Tenants did not appear. The Landlord testified that she sent the Notice of Hearing and evidence to each of the Tenants by registered mail on February 25, 2021. The Landlord also stated that she sent her amendment and supplemental evidence to each of the Tenants by registered mail on June 9, 2021. Proof of mailing was provided. The Landlord stated that the first package was mailed to the rental unit, as the Tenants were still residing there at the time, but the second package was mailed to the address the Tenants provided as their forwarding address. Pursuant to section 88 and 90 of the Act, I find the Tenants are deemed served with these packages 5 days after they were mailed on March 2, 2021, and June 14, 2021, respectively. I am satisfied the Landlord has sufficiently served the Tenants with the Notice of Hearing, amendment, and evidence.

The Landlord was provided the 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report. The Landlord explained that monthly rent was set at \$2,280.00 per month, and was due on the first of the month. The Landlord holds a security deposit of \$1,140.00 and a pet deposit of \$1,140.00. The Landlord stated that although the Tenants were present for the move-in inspection, and they signed and agreed to the report, they abandoned the property, without notice on April 7, 2021, so it was not possible to do a move-out inspection with the Tenants. The Landlord stated that she went through the rental unit on her own at the end of the tenancy, took photos, and filled out the move-out portion of the condition inspection report.

As per the updated Monetary Order Worksheet (excel spreadsheet), there were 13 items in total. They will be addressed in the same order, and are as follows:

- 1) \$5,825.00 – Accrued Affected Rent from COVID period

The Landlord explained that the Tenants fell behind on rent last year when COVID struck. The Landlord provided a detailed breakdown of what payments and accruals occurred from March 2020 – August 2020. These are detailed in the RTB-14 provided into evidence. The Landlord stated that the Tenants never made any payments towards the affected rent and never started the repayment plan. As such, the entire amount above is still outstanding.

- 2) \$524.71 – Per Diem Rent for April 1-April 7, 2021

The Landlord explained that the Tenants left, without notice on April 7, 2021, and they failed to pay any rent for that month. As such, the Landlord is seeking to recover the per diem rent amount for the first 7 days of April, as these are the days they lived in the unit.

3) \$225.75 – MW Contracting (labour)

The Landlord explained that this expense was to hire a contractor to perform the necessary labour to repair and/or clean overtly damaged items (laid out below). The Landlord provided a receipt into evidence which shows that this invoice was to pay for:

- Labour for Deck Cleaning: the Landlord stated that the Tenants left behind layers of dirt, stains, and cigarette butts on the patio/deck. The contractor power washed the affected areas.
- Labour for Front Doorknob Installation: The Landlord stated that the contractor charged them for his time to install the new front door knob/set (cost of lock set laid out below).
- Labour for Patching Hole in Bathtub: The Landlord stated they had to pay the contractor an hourly rate to repair the hole in the bathtub cause by the Tenants. (cost of repair kit laid out below)

4) \$420.00 – Interior wall repair

The Landlord stated that this item is comprised of 3 items, all of which are laid out in the invoice and supported by photos of the damage. The Landlord explained that none of this damage was pre-existing.

- Repair Drywall Corner Bead: The Landlord explained that the Tenants heavily damaged a drywall corner bead at the top of the stairs, which required patching, filling, and sanding. The damage was not pre-existing and is noted in the photos and the condition inspection report.
- Patching Screw Holes: The Landlord stated that the Tenants installed numerous baby-gates, and wall mounted fixtures such that it created numerous significant holes that needed patching.
- Repair of Front Door Frame: The Landlord stated that at some point during the tenancy, the Tenants forgot their key to the front door, and rather than call the Landlord for help, they broke their own door in, and damaged the frame.

5) \$25.75 – Re-Keying of door lock for garage entry

The Landlord provided a receipt to show what it cost to re-key a lock the connected the garage to the foyer. The Landlord stated this was necessary because the Tenants failed to return the keys when they abandoned the unit. The Landlord had to re-key the locks for safety and security.

6) \$64.94 – Toilet seat

The Landlord explained that the Tenants broke the toilet seat and removed the bolts to secure the lid. The Landlord stated that there were missing parts and the seat wouldn't operate at the end of the tenancy. The toilet seat was in good condition at the start of the tenancy, but as per the photos and inspection report, the seat was broken at the end. A receipt was provided.

7) \$39.90 – Bathtub repair kit cost

The Landlord explained that the Tenants put a hole in the fiberglass bathtub and this kit was required to repair the hole. A receipt was provided, as was a photo of the damage. The labour costs to install this kit are under item #3 above.

8) \$182.70 – Light bulbs

The Landlord explained that all light bulbs were present and functional at the start of the tenancy, and at the end, there were 23 missing/burned out light bulbs in a variety of sizes. The Landlord provided a copy of the receipt into evidence.

9) \$16.32 – Cleaning products

The Landlord stated that the Tenants did some cleaning before they left, but they had 3 kids and a dog, and there was still a significant amount of extra cleaning needed to remediate the unit. The Landlord is only seeking the above costs for some supplies to clean up the remaining surfaces and debris. A receipt was provided, as were photos of the affected areas.

10) \$155.68 – Front Door Handle

The Landlord stated that the Tenants pulled the handle/lock assembly off the front door, and when they re-installed it, it was missing parts, and screws, and would not operate

correctly. The Landlord stated that the contractor tried to repair it, but with the missing parts, it needed replacement at the above noted cost. A receipt was provided.

11)\$178.08 – Kitchen Faucet

The Landlord stated that the kitchen faucet was only a couple years old and was working perfectly at the start of the tenancy, but at the end, the faucet did not turn on, and would not articulate as it should. The Landlord also stated the connector hose had been misused and broken. The above noted amount is the material cost to replace the faucet. Labour costs were noted above. A receipt was provided, as were photos of the faucet.

12)\$549.08 – Kitchen Garburator

The Landlord provided photos to show the amount of garbage and debris the Tenants put down the kitchen sink and into the garburator. The Landlord stated that it was working fine at the start of the tenancy, and would not even turn on at the end of the tenancy. The Landlord stated that when it was pulled apart, it was full of metal and plastic and the Tenants had obviously misused it. The Landlord stated that this is the amount it cost to have the new unit installed by the plumber. The invoice was provided.

13)\$80.00 – Carpet Cleaning

The Landlord stated that the Tenants had a dog and 3 kids, and left numerous stains on the carpets (stairs and landing area). The Landlord stated that since the carpets had a bad odour, and many stains, they had to hire a carpet cleaner at the above noted cost to remove the aroma and staining. A receipt was provided.

Analysis

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 in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenants fell behind in rent during the COVID period (affected rent from March 2020 – August 2020) in the amount of \$5,825.00. I accept that the amounts noted in the RTB-14 form provided into evidence. I also accept the no payments were made toward this debt and the Tenants owe this amount.

Further, I also accept that the Tenants failed to give any Notice and left part way through April. I find they are liable for the per diem rate sought by the Landlord in the amount of \$524.71 for April 1-7, 2021.

With respect to the claim for damage to the rental unit, I accept the undisputed evidence and testimony showing that the Tenants caused significant damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenants left the rental unit messy, and unclean. I find the Landlord's expenses to remedy the rental unit are reasonable and are supported by the photos and the invoices. I award all of the items listed above.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the Act, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$8,287.91
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$2,280.00)
TOTAL:	\$6,107.91

Conclusion

The Landlord is granted a monetary order in the amount of **\$6,107.91**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: July 06, 2021

Residential Tenancy Branch