



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

On February 4, 2021, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; for a monetary order for damage; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for 70 minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that on February 28, 2021 she served the Tenant with the Notice of Dispute Resolution proceeding using email sent to the email address provided by the Tenant for service of documents. The Landlord referred to a previous decision where an Arbitrator ordered that the Tenant could be served using this email address.

The Landlord provided a copy of the email that was sent to the Tenant on February 28, 2021 containing the Notice of Dispute Resolution Proceeding and documentary evidence.

Upon review of the Landlord’s testimony and evidence, I find that the Tenant was sufficiently served with notice of the hearing for the purposes of the Act. The hearing proceeded.

At the start of the hearing I introduced myself. The hearing process was explained. The Landlord was provided with an opportunity to ask questions about the hearing process and was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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

- Are the Landlords entitled to a monetary order due to damage to the rental unit?
- Are the Landlords entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

The Landlord testified that the tenancy began May 1, 2018 as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$2,200.00 was due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,075.00 and a pet damage deposit of \$1,075.00. The tenancy ended on September 12, 2020.

Compensation for Damage \$

The Landlord is seeking compensation for the following items:

<i>Document Number</i>	<i>Receipt / Estimate From</i>	<i>For</i>	<i>Amount</i>
#1	Walls and Floor; Receipt for repairs/End	Paint & Flooring	\$7,846.78
#2	10 additional trips to residence	Milage	\$ 218.54
#3	Repair items currently missing or broken;	Items to be Purchased	\$485.18
#4	12 lights were burnt out; two entry lights,	Lights	\$332.69
#5	Registered mail for filing claims and filing	Cost for Submission	\$ 126.96
#6	Half month rent October due to time clear	Lost Rent	\$1100
#7	Gernalized cleaning/replace stove part ar	Labour & Materials	\$ 404.77
#8	Downstairs toilet was blocked 15ft down :	Drainage Service	\$ 259.35
#9			\$
#10			\$
Total monetary order claim			\$ 10,774

Painting

The Landlord testified that she purchased the rental unit in April 2018 and rented it to the Tenant one month later. She testified that the interior paint on the unit walls looked fresh and was approximately one year old.

The Landlord testified that the Tenant had an oversize mattress up against a wall which marked up the wall. The Landlord testified that the Tenant had placed stickers on doors that removed paint when they were removed. The Landlord stated that walls had gouges and chips around the corners. The Landlord provided photographs showing marks, gouges, scrapes, and holes.

The Landlord testified that she had the entire rental unit repainted including doors at a cost of \$1,365.00 and \$300.00 for labor. The Landlord provided an invoice for the painting cost.

Flooring

The Landlord testified that the carpet and laminate flooring in the unit was found to be damaged at the end of the tenancy. The Landlord testified that the carpet was dirty and smelled of dog urine. The Landlord tried to remove the stains and odor using a personal carpet cleaner and also ended up hiring a professional carpet cleaning company. The Landlord testified that the carpet was installed in 2015. The Landlord testified that the carpet needs to be replaced at a cost of \$3,445.00. The Landlord provided photographs of the carpet showing it to be extremely dirty and stained.

The Landlord testified that the laminate flooring was damaged and was bubbling up. The Landlord testified that the laminate flooring would have been installed in 2012. The Landlord testified that the cost to replace the laminate flooring is approximately \$2,500.00. The Landlord provided numerous photographs of the laminate flooring showing it to be raised/ swollen at the edges and gouged in places.

Mileage

The Landlord is seeking to be compensated for her travel to the rental unit. She testified that she had to go to the unit on extra occasions, beyond normal. The Landlord is seeking \$218.54 for mileage.

Postage

The Landlord withdrew her claim for \$26.96 for postage costs related to an earlier dispute resolution hearing.

Lights

The Landlord is seeking \$332.69 for the cost of lightbulbs. The Landlord provided a receipt. The Landlord testified that lights were found to be burned out and missing at the end of the tenancy. The Landlord provided photographs showing the light fixtures in the unit with burned out bulbs and missing bulbs.

October 2020 Rent

The Landlord is seeking compensation for a loss of rent for the first 15 days of October 2020. The Landlord testified that the rental unit was in such a poor condition and state of repair that she was unable to rent it out until October 15, 2020 and suffered a loss of half a month's rent. In addition to the flooring photographs, the Landlord provided photographs showing the oven and cupboards to be dirty, an unclean bathroom, and the tracks of window frames to be very dirty.

Cleaning Costs

The Landlord testified that the rental unit was left in an unclean condition. The Landlord stated:

- The patio was stained
- Oven was filthy
- Stove element needed replacing
- Garbage bins filthy
- Bathroom very unclean
- Bathroom caulking was moldy

The Landlord testified that she spent 10 hours cleaning the rental unit and is seeking compensation at \$25.00 per hour. The Landlord provided photographs showing the oven and cupboards to be dirty, the bathroom dirty, and the window frames tracks to be very dirty.

The Landlord provided testimony regarding a stove part that was not working and needed to be replaced. The Landlord is seeking compensation of \$34.77 for the stove

replacement part \$50.00 for an electrician, \$25.00 for a blind and lock installation and \$25.00 for the labor to replace the lights.

Drainage Service

The Landlord testified that at the end of the tenancy and when she began showing the unit, she found the toilet located on the first floor to be plugged. She testified that she had a professional attend the unit and clear the blockage. She testified that the professional stated that the blockage was caused by it sitting vacant or inappropriate usage. She testified that she does not know what caused the blockage.

Analysis

Residential Tenancy Policy Guideline #1 Landlord & Tenant - Responsibility for Residential Premises is intended to help the parties to an application understand issues that are likely to be relevant and may also help parties know what information or evidence is likely to assist them in supporting their position. The policy guideline provides that a tenant is 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. A tenant is not responsible for reasonable wear and tear to the rental unit or site. The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

Residential Tenancy Policy Guideline #40 Useful Life of Building Elements is a general guide for determining the useful life of building elements for considering applications for damages. The Guideline provides that an arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

Residential Tenancy Policy Guideline #3 Claims for Rent and Damages for Loss of Rent provides:

Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Painting

I have considered the Landlord's testimony and reviewed the Landlord's documentary evidence regarding damage to the walls and doors and I find that the Tenant left the walls of the rental unit marked up and damaged.

I accept the Landlord's evidence that the unit had been painted within one year of 2018. I find that the interior paint was three years old at the time the tenancy ended and I find that it is reasonable to accept the guideline that the useful life of paint is four years and that Landlords are responsible for painting the interior of a rental unit at reasonable intervals.

I find that the interior paint had a useful life of one year remaining and therefore I award the Landlord $\frac{1}{4}$ of the claimed amount for painting costs. ($\$1,665.00 / 4 = \416.25). The Landlord is awarded \$416.25 for painting and labor costs due to damaged walls.

Flooring

I have considered the Landlord's testimony and reviewed the Landlord's documentary evidence regarding damage to the carpets and laminate flooring. I find that the Tenant is responsible for the damage to the laminate flooring and for the excessive staining on the carpets. I accept the Landlord's testimony that the professional carpet cleaning did not remove the staining and smell on the carpeting.

I accept the Landlords evidence that the carpet was installed in 2015 and the laminate flooring was installed in 2012.

The Useful Life of Building Elements Guideline provides that the useful life of carpet is 10 years. The guideline does not contain a listing for laminate flooring; however, I find it is reasonable to accept based on composition and quality that it has a useful life of approximately 10 years. I find that the carpet was five years old when the tenancy ended, and I find that the laminate was eight years old when the tenancy ended.

The Landlord provided an estimate dated September 23, 2020 of \$5,945.94 for the purchase and replacement costs of the carpet and laminate. During the hearing the Landlord was asked to provide the amount of the claim for carpeting and she replied \$3,445.00. The Landlord was asked to provide the amount of the claim for laminate flooring and she replied \$2,500.00.

I find that the Tenant is responsible to pay 50% of the carpeting costs. ($\$3,445.00 / 2 = \$1,722.50$).

I find that the Tenant is responsible to pay 20% of the laminate flooring costs.
(\$2,500.00 /10 = \$250.00 x 2= \$500.00).

I award the Landlord the amount of \$2,222.50 for the carpet and laminate flooring costs.

Mileage

The Landlords claim for the cost of mileage of dismissed without leave to reapply. I find that this is a cost of doing business as a Landlord and it is not reasonable to charge the Tenant for mileage.

Lights

I have reviewed the Landlord's evidence showing light fixtures with burned out bulbs and missing bulbs. I accept that the Tenant is responsible for the replacement cost and labor cost to purchase and replace new light bulbs.

I award the Landlord the amount of \$332.69 for light bulbs and \$25.00 for the labor to replace the bulbs.

I award the Landlord \$357.69.

Blind and Door Lock

The Landlord provided a photograph of a damaged /chewed blind and a photograph of a door handle with lock. The Landlord is seeking \$25.00. I accept the Landlords claim for the cost of a blind installation.

There was insufficient evidence from the Landlord that the door lock broke down due to negligent use on the part of the Tenant. This claim is dismissed without leave to reapply.

I award the Landlord \$12.50 for the labor cost to install a blind.

Cleaning Costs

I have reviewed the Landlords evidence and I find that the Tenant is responsible for leaving the rental unit unclean at the end of the tenancy. I accept the Landlord's testimony that she spent 10 hours cleaning the rental unit.

I award the Landlord the amount of \$250.00 for the labor to clean the rental unit.

The Landlord's claim to be reimbursed for a stove part and electrician cost is dismissed without leave to reapply. A Landlord is responsible to maintain appliances in a rental unit, and there was insufficient evidence from the Landlord that the stove part broke down due to negligent use on the part of the Tenant.

October 2020 Rent

I find that the tenancy ended on September 12, 2021 and I accept that the Landlord spent 10 hours cleaning the rental unit. The Landlord did not have the carpets or laminate flooring replaced after the tenancy ended and has re-rented the unit to a new tenant at an increased amount of rent starting October 15, 2021.

I find that the Landlord had more than two weeks to clean the unit to have the carpets cleaned, and to replace light bulbs.

I find that the Landlord's claim to be compensated for ½ months' rent fails as it is reasonable to expect that the Landlord could have completed the cleaning and carpet cleaning in a few days.

The Landlord's claim is dismissed without leave to reapply.

Plumbing Cost

The Landlord's claim to recover the cost of a plumber service call is dismissed. The Landlord's evidence is that the blockage was caused by it sitting vacant or inappropriate usage. The Landlord did not have any evidence to show that the Tenant used the toilet improperly.

The Landlord's claim is dismissed without leave to reapply.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful with most of their

application, I order the Tenant to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

I grant the Landlords a monetary order in the amount of \$3,358.94. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Landlords claims for monetary compensation for damage to the rental unit was partially successful.

I grant the Landlords a monetary order in the amount of \$3,358.94.

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 21, 2021

Residential Tenancy Branch