



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, MNDL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage or compensation, pursuant to section 67; and
- a Monetary Order for damage, pursuant to section 67.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord was advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. The landlord testified that he was not recording this dispute resolution hearing.

The landlord confirmed his email addresses for service of this decision and order.

The landlord applied for an Order for substituted service which was granted in a Substituted Service Decision dated March 24, 2021. The March 24, 2021 decision states:

The landlord is granted an order for substituted service. The landlord may serve the tenant the Application for Dispute Resolution, with supporting documents and written evidence, along with a copy of this substituted service decision, to the tenant's personal e-mail address as set out above.

I order that documents served in this manner have been sufficiently served to the tenant for the purposes of the Act, three days after the date that the e-mail is sent by the landlord to the tenant.

The landlord testified that on May 28, 2021 the tenant was served with the above documents and the landlord's evidence via email at the email address specified in the March 24, 2021 decision. The May 28, 2021 email was entered into evidence.

I find that the above documents were served on the tenant in accordance with the Substituted Service Order and section 71 of the *Act*.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage or compensation, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided the following undisputed testimony. This tenancy began March 15, 2013. Monthly rent in the amount of \$1,296.00 was payable on the fifteenth day of each month. A security deposit of \$625.00 was paid by the tenant to the landlord. The tenant emailed the landlord on February 16, 2021 to inform the landlord of the tenant's intention to move out by March 15, 2021. The February 16, 2021 email was entered into

evidence. The tenant moved out of the subject rental property on February 18, 2021 and promised to return to clean the property and remove the last of her personal possessions but did not.

The landlord's application for dispute resolution claims \$17,222.00 in damages; however, the same monetary claims are made multiple times. The landlord testified that this was a mistake made when filling out the application. The landlord testified that he is seeking \$4,411.19 in damages from the tenant, \$196.08 in unpaid hydro charges and \$1,944.00 in unpaid rent and loss of rental income.

The landlord testified that the subject rental property was fully renovated in 2011 and was in excellent condition when the tenant moved in. The landlord entered into evidence the following receipts/invoices for which he is seeking reimbursement from the tenant:

Item	Amount
Electricity bill	\$196.08
Cleaning	\$1,601.25
Refinish master bedroom floor	\$114.22 \$60.97
Clawfoot curtain rod	\$306.27 \$4.06 \$2.43
Stove	\$150.00
Smoke detector and mouldings	\$87.62
Kitchen lights	\$317.58
Stainless steel strainer and unknown charge	\$15.66 \$1.40
Miscellaneous and painting	\$97.58 \$386.09 \$238.74 \$112.17
Replace blinds	\$460.23 \$134.37 \$263.15
Recycling	\$58.80

Electricity bill

The landlord testified that the tenant was responsible for 50% of the hydro bill and that the tenant did not pay her portion of the last bill. The landlord entered into evidence a hydro bill from October 21, 2020 to December 18, 2020 in the amount of \$392.15. The landlord testified that he is seeking 50% of this bill in the amount of \$196.08.

Cleaning

The landlord testified that the subject rental property was in excellent condition when the tenant moved in and was a biohazard when the tenant moved out. The landlord testified that the tenant lived with two dogs who defecated and urinated in the house. The landlord testified that there was garbage left all over the house and the house was infested with flies and covered in fly poop. The landlord testified that the entire rental property looked like it had never been cleaned. Photographs showing same were entered into evidence. The landlord entered into evidence a receipt for cleaners in the amount of \$1,601.25. The receipt stated:

35 hours of work, place was left in BIO HAZARD condition. The stove, blinds, and window nets will need to be thrown away. Animal poop was left everywhere in the house specially on all the walls and window sills. The ceilings left in a bad condition that will need painting. Some kitchen drawers were broken.

Refinish master bedroom floor

The landlord testified that the hardwood floor in the master bedroom required re-finishing due to urine and other stains on the floor. The landlord testified that the floors were last re finished in 2011 and were in excellent condition at the start of this tenancy. The landlord testified that he rented a sander and refinished the floor himself. The landlord entered into evidence a receipt for the sander and sandpaper in the amount of \$114.22 and floor stain in the amount of \$60.97.

Clawfoot curtain rod

The landlord testified that the bathroom has a clawfoot tub with an oval curtain rod that attaches to the ceiling to allow for showering. The landlord testified that the curtain rod

was new in 2011 and in excellent condition at the start of this tenancy. The landlord testified that the curtain rod was ripped from the ceiling and bent beyond repair at the end of the tenancy. The landlord entered into evidence a receipt for a new curtain rod in the amount of \$306.27 and two receipts for hardware to install the curtain rode in the amount of \$4.06 and \$2.43.

Stove

The landlord testified that the stove in the subject rental property was new in 2011 and was in excellent condition at the start of this tenancy. The landlord testified that the stove was so dirty at the end of the tenancy that the cleaners told the landlord that it could not be salvaged. The landlord entered into evidence photographs of same. The landlord testified that he purchased a used stove to replace the stove for \$150.00. A receipt for same was entered into evidence.

Smoke detector and mouldings

The landlord testified that the smoke detector in the subject rental property was purchased in 2011 and was in excellent condition at the start of this tenancy. The landlord testified that the tenant damaged it and it was non-functional at the end of this tenancy. The landlord entered into evidence a receipt for a new smoke detector in the amount of \$50.39 plus tax. On the same receipt were new mouldings in the amount of \$30.39 plus tax.

The landlord testified that the mouldings were new in 2011 and were in excellent condition at the start of this tenancy. The landlord testified that the mouldings were damaged in some places and those places required replacement at the end of this tenancy.

Kitchen Lights

The landlord testified that the lights in the kitchen were new in 2011 and in excellent condition at the start of this tenancy. The landlord testified that the kitchen lights did not work at the end of this tenancy and were covered in fly poo and mold. The landlord entered into evidence a receipt for new lights in the amount of \$317.58.

Stainless steel strainer and unknown

The landlord testified that at the start of this tenancy the sink in the kitchen had a stainless-steel strainer which was new in 2011. The landlord testified that at the end of this tenancy, the strainer was missing. The landlord entered into evidence a receipt for a new strainer in the amount of \$15.66.

The landlord entered into evidence a receipt for \$1.40. The landlord testified that he did not recall what that receipt was for.

Miscellaneous and Painting

The landlord entered into evidence a receipt totalling \$97.58, broken down as follows:

Item	Amount
Paper towel holder	\$13.99 plus GST and PST
Toilet paper holder	\$4.99 plus GST and PST
Ball knob for toilet	\$30.74 plus GST and PST
Light bulbs	\$3.56 plus GST and PST
Painters tape	\$3.59 plus GST and PST
Counter repair materials	\$3.29 plus GST and PST \$11.97 plus GST and PST \$14.99 plus GST and PST

The landlord testified that the tenant broke the paper towel and toilet paper holders which were new in 2011 and in excellent condition at the start of the tenancy and required replacement at the end of this tenancy.

The landlord testified that the toilet would not flush at the end of this tenancy and required a new ball knob. The landlord testified that the toilet was in excellent condition at the start of this tenancy.

The landlord testified that the tenant did not replace burnt out lightbulbs at the subject rental property and the landlord purchased new ones to replace the burnt out ones.

The landlord testified that the kitchen counter was in excellent condition at the start of this tenancy and required repair at the end of this tenancy. The landlord testified that the countertop needed to be glued and screwed down and re-sealed.

The landlord testified that the cleaners could not get all the stains off the walls and so the entire property required repainting. In addition to the above receipt for painters' tape, the landlord entered into evidence three receipts for paint and supplies in the amounts of \$386.09, \$238.74 and \$112.17. The landlord testified that this property was last painted in 2011.

Replace Blinds

The landlord testified that the blinds in the subject rental property were new in 2011 and were in excellent condition at the start of this tenancy and all required replacement at the end of this tenancy. The landlord testified that they were all bent, broken and stained. Photographs of same were entered into evidence. The landlord entered into evidence three receipts for new blinds in the following amounts: \$460.23, \$134.37, and \$263.15.

Recycling

The landlord testified that the tenant left garbage at the subject rental property that had to be disposed of. Photographs of same were entered into evidence. The landlord entered into evidence two receipts for a recycling centre in the amount of \$34.65 and \$24.15.

Rent

The landlord testified that the tenant did not provide one full month's notice to vacate and is responsible for rent from March 15, 2021 to April 15, 2021 in the amount of \$1,296.00. The landlord testified that the subject rental property was in such a poor condition that that they could not immediately show the property for rent and were not able to get new tenants until May 1, 2021 due to the condition of the property. The landlord testified that he is seeking 2 weeks rent in the amount of \$648.00 in loss of rental income.

Analysis

Section 67 of the *Act* states:

Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the applicant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Residential Tenancy Branch Policy Guideline #40 ("PG #40") states:

This guideline is a general guide for determining the useful life of building elements for considering applications for additional rent increases and determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful

life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence. If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the 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....

If a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Parties to dispute resolution may submit evidence for the useful life of a building element. Evidence may include documentation from the manufacturer for the particular item claimed.

I accept the landlord's undisputed testimony that the subject rental property was totally renovated in 2011. I therefore find, on a balance of probabilities, that the items in the subject rental property were approximately 10 years old (120 months) at the end of this tenancy.

Electricity bill

I accept the landlord's undisputed testimony that the tenant is responsible for 50% of the hydro bill. I accept the landlord's undisputed testimony that the tenant did not pay her portion of the October 21, 2020 to December 18, 2020 hydro bill and owes the landlord \$196.08. I find the landlord is entitled to recover \$196.08 from the tenant.

Cleaning

Based on the landlord's undisputed testimony, the photographs of the subject rental property entered into evidence and the cleaning invoice, I find that the tenant left the subject rental property extremely dirty, contrary to section 37(2)(a) of the *Act*. I find that the landlord suffered a loss in the amount of \$1,601.25 from the above breach which is

evidenced by the cleaning invoice. I find that the landlord acted reasonably in hiring qualified cleaning persons to deal with the filth left by the tenant. I find the landlord is entitled to recover \$1,604.25 from the tenant

Refinish master bedroom floor

I accept the undisputed testimony of the landlord that the floor of the bedroom in the subject rental property was in excellent condition at the start of this tenancy. Based on the photographs entered into evidence and the undisputed testimony of the landlord, I find that the floor was damaged by feces, urine and other substances, contrary to section 37(2)(a) of the *Act*. I accept the landlord's testimony that the flooring required repair by way of re-finishing. I find that the landlord suffered a loss from the tenant's breach of the *Act*. I find that the landlord has proved the value of that loss by providing receipts for the floor sander, sandpaper and stain totalling \$175.19. As the floor was repaired and not replaced, I find that I do not need to complete a useful life calculation. I find that the landlord mitigated the loss suffered by completing the repairs himself. I find the landlord is entitled to recover \$175.19 from the tenant.

Clawfoot curtain rod

I accept the landlord's undisputed testimony that the curtain rod was in excellent condition at the start of this tenancy and required replacement at the end of this tenancy. I find, on a balance of probabilities that the tenant damaged the curtain rod, contrary to section 37(2)(a) of the *Act* which resulted in a quantifiable loss to the landlord in the amount of \$312.76 as evidenced by the three receipts entered into evidence.

PG #40 does not provide the useful life for a curtain rod. In this case I will use the useful life of a bathtub as the useful life for the curtain rod as the items are related. The useful life of a bathtub is 20 years (240 months). Therefore, at the time the tenant moved out, there was approximately 120 months of useful life that should have been left for the curtain rod of this unit. I find that since a new curtain rod was required after only 120 months, the tenant is required to pay according to the following calculations:

$$\begin{aligned} &\$312.76 \text{ (cost of curtain rod and attachments)} / 240 \text{ months (useful life of curtain} \\ &\text{rod)} = \$1.30 \text{ (monthly cost)} \end{aligned}$$

$\$1.30 \text{ (monthly cost)} * 120 \text{ months (expected useful life of curtain rod after tenant moved out)} = \$156.00.$

Stove

I accept the landlord's undisputed testimony that the stove was in excellent condition at the start of this tenancy and was so filthy it could not be salvaged at the end of this tenancy. I find that the tenant breached section 37(2)(a) of the *Act* by leaving the stove in the above condition. I accept the landlord's testimony that the stove was new in 2011 and that a used stove was purchased for \$150.00 to replace it. I find the landlord mitigated his damages by purchasing a used stove. I find that since the stove purchased by the landlord was used, and not new, I do not need to complete a useful life calculation because the landlord is not benefiting from a new stove but replacing the damaged 10 year old stove with another used stove. I find the landlord is entitled to recover \$150.00 from the tenant.

Smoke detector and mouldings

I accept the landlord's undisputed testimony that the smoke detector and moulding were new in 2011 and in excellent condition at the start of this tenancy. I accept the landlord's undisputed testimony that the smoke detector was not working at the end of this tenancy and the mouldings were damaged. I find that the tenant or a person permitted on the property by the tenant damaged the smoke detector and mouldings, contrary to section 37(2)(a) of the *Act*. I find that the landlord suffered a loss for the above items totalling \$87.62 as evidenced by the receipt entered into evidence.

PG #40 states that the useful life of a smoke detector is 15 years (180 months). PG #40 does not have the useful life of mouldings; however, it states that the useful life of wood window framing is 15 years. I will use the useful life of wood window framing as the useful life of moulding as I find that they are similar in nature. I find that at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the smoke detector and mouldings of this unit. I find that since a new smoke detector and mouldings were required after only 120 months, the tenant is required to pay according to the following calculations:

$\$87.62 \text{ (cost of smoke detector and mouldings)} / 180 \text{ months (useful life of smoke detector and mouldings)} = \$0.49 \text{ (monthly cost)}$

$\$0.49 \text{ (monthly cost)} * 60 \text{ months (expected useful life of smoke detector and mouldings after tenant moved out)} = \$29.40.$

Kitchen Lights

I accept the landlord's undisputed testimony that the lights were in excellent condition at the start of this tenancy and were damaged and required replacement at the end of this tenancy, contrary to section 37(2)(a) of the *Act*. I find that the landlord suffered a loss in the amount of \$317.58 from the tenants' breach of the *Act* as evidenced by the receipt entered into evidence. I find that landlord acted reasonably in replacing the lights and acted reasonably to minimize the loss suffered.

PG #40 states that the useful life for light fixtures is 15 years (180 months); therefore, at the time the tenant moved out, there was approximately 60 months of useful life that should have been left for the light fixtures of this unit. I find that since new light fixtures were required after only 120 months, the tenant is required to pay according to the following calculations:

$\$317.58 \text{ (cost of light fixtures)} / 180 \text{ months (useful life of light fixtures)} = \1.76
(monthly cost)

$\$1.76 \text{ (monthly cost)} * 60 \text{ months (expected useful life of light fixtures after tenant moved out)} = \$105.60.$

Stainless steel strainer and unknown

I accept the landlord's undisputed testimony that the kitchen sink had a stainless steel strainer at the start of this tenancy and that it was missing at the end of the tenancy, contrary to section 37(2)(a) of the *Act*. I find that the loss suffered by the landlord is evidence by the receipt entered into evidence in the amount of \$15.66. I find that the landlord acted reasonably in purchasing a new strainer to replace the missing one.

PG #40 does not have the useful life of strainer; however, it states that the useful life of a sink is 20 years (240 months). I will use the useful life of a sink as the sink and strainer are related. I find that at the time the tenant moved out, there was approximately 120 months of useful life that should have been left for the strainer of this unit. I find that since a new strainer required after only 120 months, the tenant is required to pay according to the following calculations:

$\$15.66 \text{ (cost of strainer)} / 240 \text{ months (useful life of strainer)} = \$0.065 \text{ (monthly cost)}$

$\$0.065 \text{ (monthly cost)} * 120 \text{ months (expected useful life of strainer after tenant moved out)} = \7.80

As the landlord did not know what the \$1.40 receipt was for, I find that the landlord has not proved that this loss stemmed from the tenant's breach of the *Act*. The landlord's claim for the \$1.40 is therefore dismissed.

Miscellaneous and Painting

I accept the landlord's undisputed testimony that the tenant damaged the paper towel holder and toilet paper holder, contrary to section 37(2)(a) of the *Act*. I accept the landlord's testimony that the above items were in excellent condition at the start of this tenancy. PG #40 does not have the useful life for the above items and I find that no items in the chart are similar in nature or are related.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find that the amount of the loss has not been proven because the items do not appear in PG #40 and the landlord did not provide evidence regarding the useful life of the above items. Nonetheless, I find that the landlord has proved, on a balance of probabilities, that he suffered a loss due to the tenant's breach of section 37(2)(a) of the *Act*. I find that the landlord is entitled to nominal damages in the amount of \$10.00 for the paper towel holder and toilet paper holder.

I accept the landlord's undisputed testimony that the toilet was in excellent condition at the start of this tenancy and required a new ball knob for the toilet at the end of this tenancy. I find, on a balance of probabilities, that the tenant damaged the toilet, contrary to section 37(2)(a) of the *Act*. I find that the landlord suffered a loss in the amount of \$30.74 plus 12% tax as evidenced by the receipt entered into evidence. 12% of \$30.74 is \$34.43. I find that the tenant is responsible for the cost of repairing the toilet in the amount of \$34.43.

Residential Tenancy Branch Policy Guideline #1 states;

The tenant is responsible for:

- Replacing light bulbs in his or her premises during the tenancy

I find that the tenant is responsible for the cost of replacing light bulbs in the amount of \$3.56 plus 12% tax which equals \$3.99.

I accept the landlord's undisputed testimony that the counter in the kitchen was in excellent condition at the start of this tenancy and required repairs at the end of this tenancy. I find, on a balance of probabilities, that the tenant damaged the counter. I find that the tenant is responsible for the entire cost of the counter's repair and that a useful life calculation is not necessary as the landlord is not benefiting from a new counter. I find that the landlord is entitled to recover \$30.25 plus 12% tax for a total of \$33.88.

PG #40 states that the useful life for interior paint is four years. I find that at the end of this tenancy, the useful life of the interior paint had expired. I therefore find that the landlord is not entitled to be reimbursed by the tenant for the cost of painting the unit and the cost of painting materials.

Replace Blinds

I accept the landlord's undisputed testimony that the blinds were in excellent condition at the start of this tenancy. Based on the landlord's undisputed testimony, the cleaning invoice and the photographs entered into evidence I find that the blinds were too damaged and dirty to be salvaged at the end of this tenancy. I find on a balance of probabilities that the tenant or person permitted on the property by the tenant damaged the blinds.

PG #40 states the useful life of blinds is 10 years. I find that at the end of this tenancy, the useful life of the blinds had expired. I therefore find that the landlord is not entitled to be reimbursed by the tenant for the cost of new blinds.

Recycling

I accept the landlord's undisputed testimony that the tenant left garbage at the subject rental property that the landlord had to haul to the recycling/garbage dump. I find that

the tenant breached section 37(2)(a) of the *Act* by leaving garbage at the subject rental property. I find that the landlord suffered a loss totalling \$58.80 as evidence by the two receipts entered into evidence. I find that the landlord is entitled to recover this amount from the tenant.

Rent

Section 45 of the *Act* states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the date before the day in the month that rent is payable under the tenancy agreement.

This issue is expanded upon in Policy Guideline #5 which explains that, where the tenant gives written notice that complies with the Legislation but specifies a time that is earlier than that permitted by the tenancy agreement, the landlord is not required to rent the rental unit or site for the earlier date. The landlord must make reasonable efforts to find a new tenant to move in on the date following the date that the notice takes legal effect.

In this case, contrary to section 45 of the *Act*, less than one month's written notice was provided to the landlord to end the tenancy. Based on the February 16, 2021 email entered into evidence and the landlord's undisputed testimony, I find that the tenant provided notice to end tenancy on February 16, 2021. I find that the earliest date the tenant was permitted to end this tenancy, pursuant to section 45 of the *Act*, was April 14, 2021. I find that the tenant was obligated to pay rent for March 15 to April 14, 2021. I accept the landlord's undisputed testimony that the tenant did not pay rent for the above period. I therefore award the landlord \$1,296.00 in rent for the above period.

I accept the landlord's undisputed testimony that the subject rental property was in such a poor condition at the end of this tenancy, due to damage caused by the tenant, that the landlord was unable to rent the property until May 1, 2021.

Residential Tenancy Branch Policy Guideline #3 states:

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.

Given the scope of the work required to remediate the property, I find that the landlord completed the repairs in a timely manner. I find that the landlord is entitled to recover the loss of rental income for the two-week period spanning from April 15, 2021 to April 30, 2021 in the amount of \$648.00.

Conclusion

I issue a Monetary Order to the landlord under the following terms:

Item	Amount
Electricity bill	\$196.08
Cleaning	\$1,601.25
Repair floor	\$175.19
Replace curtain rode	\$156.00
Replace stove	\$150.00
Replace smoke detector and mouldings	\$29.40
Replace light fixtures	\$105.60
Replace strainer	\$7.80
Nominal damages	\$10.00
Repair toilet	\$34.43
Replace light bulbs	\$3.99
Repair kitchen counter	\$33.88
Recycling charges	\$58.80
Rent March 15- April 14, 2021	\$1,296.00
Loss of rental income April 15-30, 2021	\$648.00
TOTAL	\$4,506.42

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: July 21, 2021

Residential Tenancy Branch