



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, MNDCL-S, FFL**

### Introduction

This hearing dealt with an application by the landlords under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

All parties attended the hearing and had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

At the start of the hearing, I informed the parties that recording of the hearing is prohibited under the Rules of Procedure. Each party confirmed they were not recording the hearing.

### *Agreement During Hearing*

Before the conclusion of this hearing, the parties discussed the issues between them,

engaged in a conversation, turned their minds to compromise, and achieved a resolution of certain aspects of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement on some issues in dispute was reached in accordance with section 63 and is described below.

### Issue(s) to be Decided

Is the landlord entitled to the relief requested?

### Background and Evidence

This is a claim by the landlords for substantial monetary compensation for damages allegedly caused by the tenants. The parties submitted many documents, photographs, and videos as well as considerable disputed testimony in a 2.5 -hour hearing. The landlord alone submitted 131 items including a 2-page index for many video files. Among substantial evidence, the tenant submitted a 13-page typed submission.

While I have turned my mind to all the evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties submitted copies of the tenancy agreement and a mutual agreement to end the tenancy.

The tenants stated they are husband and wife who lived in the unit with young children.

The parties agreed on the following background to the tenancy:

<b>INFORMATION</b>	<b>DETAILS</b>
Type of tenancy	Fixed term ended by mutual agreement
Date of beginning	June 1, 2018
Date of ending	Feb 28, 2021
Length of tenancy	32 months
Monthly rent payable on 1 <sup>st</sup>	\$2,050.00
Security deposit	\$1,025.00
Pet deposit	no
Forwarding address provided	February 28, 2021
Date of landlords' Application	March 4, 2021

#### *Compensation Agreed Upon*

During the hearing, the parties agreed to an award in favour of the landlords as follows:

	<b>ITEM</b>	<b>AMOUNT</b>
1.	Light fixture – broken glass housings - agreed	\$103.60
2.	Kitchen faucet – replacement - agreed	\$111.10
	<b>Total Agreed Award</b>	<b>\$214.70</b>

#### *Condition Inspection Report*

A copy of the condition inspection report signed by both parties on moving in was submitted. The report indicated that the unit was generally in good condition with some damage and uncleanliness noted. Some of the notations are as follows.

1. In the kitchen, “Blemishes and scratches” are noted on the kitchen countertop
2. An issue is noted with the corner cabinet (illegible)
3. The living room window coverings are “dirty”
4. The stairwell and hall have “nicks at walls [sic]” and are in F (fair) condition
5. “Paint chips at ledges” are noted on the master bedroom windows

A condition inspection on moving out took place at the end of the tenancy. The tenants disagreed with the landlords’ findings. The landlords signed the report. The tenants signed noting their disagreement. The landlords’ version of the move in condition inspection report was entered into evidence.

### *Age of Items Damaged*

As a background to the landlords’ claims, I refer to *Policy Guideline # 40 – Useful Life of Building Elements* (“the Policy Guideline”) which was discussed throughout the hearing as the parties submitted evidence. Emphasis is added to portions of the Guideline reproduced below.

The Guideline provides that an arbitrator may consider the useful life of a building element and the age of the item in considering a claim for damages by landlords. It states:

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

The Guideline states:

***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.***

The claims by the landlords in this case include used items. The Guideline states as follows with respect to claims for damages to used items:

***Used items***

*If the item being replaced was used when first installed, then the useful life will be determined by taking into account the length of time of that previous use.*

The Guideline states that landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item, as follows:

***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.***

The landlords testified that the building is one of several townhouses which were constructed 23 years ago in 1998. The landlords purchased the unit in 2008. The tenants moved in in 2018 when the unit was 20 years old..

The landlords submitted a spreadsheet setting out the age of key building elements in the unit and the date of purchase of each. This information is reflected in Column D in the table below. During the hearing, the landlords calculated the value of the remaining life according to the Guideline, their final claim being set out in Column E.

The landlords submitted no documentary evidence regarding the age of the building elements. They stated that, as new landlords, they did not retain original invoices and that some purchases were made in cash. For example, the landlords did not provide a receipt for the purchase of the blinds in the unit and stated in their written submissions:

*No receipt [regarding blinds] ; did not anticipate moving at that time. 1st time Landlord - was not aware of rental tax deduction benefit at that time.*

The tenants objected to the age of all items as claimed by the landlords. They testified that their research showed the unit had not been renovated since construction and all items dated from the time of building, that is, from 1998. They asserted that when they moved into the unit, it was in its original condition that is, 20 years old.

The tenants argued that the items for which the landlords claimed compensation were beyond their useful life; therefore, the landlords were not entitled to compensation as

claimed. They believed the landlords were misrepresenting the date of renovations for the purpose of obtaining an award against the tenants to which they were not entitled.

The tenants testified that many items in the unit were old and worked badly or not at all. For example, the testified the toilet overflowed, the fridge door fell off, water leaked from outdated pipes onto floors/ceilings, and the dryer door stopped working. They pointed out that the condition inspection report on moving in noted features of a well-worn unit, such as scratches on the kitchen countertop.

The tenants reported water stains on the ceiling of the living room in July 2020 and moved out 7 months later. They stated that in that period, they were disturbed by the contractors' work which included cutting large holes in the drywall to find the source of the leak. They testified that the cumulative effect of the leaks, plumbing repairs, and associated required maintenance made the home unliveable and they wanted to get out. Acrimonious disputes arose between the parties. Accordingly, the parties agreed to an end of the tenancy on February 28, 2021.

The tenants testified that they left the unit in the same condition as it was at the beginning, wear and tear excepted.

### *Landlord's Claims*

As referenced above, the landlords' claims are set out in the following table divided into several categories with corresponding age of items.

Each claim also shows whether the claim is supported by documentary evidence, such as a quote/estimate or invoice. The landlords testified that quotes were submitted where the items were not replaced/repared.

The final column provides the amount claimed by the landlords calculating the useful life under the Policy Guideline.

The categories of claimed damages are based on the type and location of the claimed damages.

The categories are as follows:

1. Loss of Rent
2. Throughout unit
3. Water damage
4. Kitchen
5. Administrative expenses

Each category will be discussed in turn.

	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D AGE</b>	<b>E CLAIM</b>
1.	<b><i>Loss of Rent</i></b>				0
1.1	Loss of rent during repairs, 3 months @ \$2,050.00	\$6,150.00	Lease		\$6,150.00
2.	<b><i>Throughout unit</i></b>				0
2.1	Painting and repair	\$4,531.80	Invoice	2018 (80% of space)	\$1,132.95
2.2	Blinds – replacement 9	\$1,773.00	quote	2015 (est)	\$709.20
2.3	Carpet replacement	\$4,735.00	Receipt	2014 (est)	\$1,562.55
3	<b><i>Water damage</i></b>				0

3.1	Shower door - replacement	\$1,260.00	quote	2013 (est)	\$756.00
3.2	Ceiling repair (\$2,350.00 x 50%)	\$1,601.00	invoice		\$1,601.00
3.3	Ceiling in garage (\$1,050.00)	\$350.00	invoice		\$350.00
4.	<b><i>Kitchen</i></b>				0
4.1	Kitchen cabinets – replacement of doors and drawers	\$1,984.50	invoice	2008 (est)	\$952.56
4.2	Tiles – 6 floor tiles Labour \$945.00 Tiles \$105.00	\$1,050.00	Quote	2014 (est)	\$320.00
5.	<b><i>Administrative expenses</i></b>				0
5.1	Insurance premium	\$271.00	Invoice		\$271.00
5.2	Filing fee				100.00
	<b>TOTAL CLAIM - DAMAGES</b>	0			\$13,905.26

Each grouping of claims is addressed.

1. *Loss of Rent*

Column	A ITEM	B AMOUNT	C EVIDENCE	D Age	E Claim
1.	<b><i>Loss of Rent</i></b>				
1.1	Loss of rent during repairs, 3 months @ \$2,050.00	\$6,150.00	Lease		\$6,150.00



The landlords submitted considerable evidence of the condition of the unit when the tenants vacated. They stated that the tenants left the unit in a terrible condition, that they started getting quotes and hiring contractors right away, and the required repairs were so extensive that it took 3 months to complete the work. During that time, the ongoing repairs made it impossible to rent the unit. Accordingly, they lost three months' rent for which they seek compensation.

The landlords submitted a copy of a rental listing dated May 11, 2021 in which they started advertising the unit for rent at the end of the renovations. The ad stated the rent is \$2,700.00 monthly for a "newly renovated 3 bedroom + 3 bath townhouse". The ad described the house as having new laminated floors and new paint throughout.

The tenants testified as follows. They denied responsibility for any loss of rent. As stated above, they claimed the unit was substantially in the same condition when they moved out as when they moved in, wear and tear excepted. The parties agreed to an early end of the fixed term tenancy because the unit needed substantial repairs. The landlords knew that extensive repairs were needed because the aging unit, built in 1998 and 23 years old, needed considerable updating. They testified that the landlords provided a list of what they wanted done, and the tenants complied with that list to the best of their ability before they vacated.

In addition, the tenants testified that the unit needed major plumbing repairs which extended to inadequate and poorly functioning water pipes throughout the unit. They testified to water problems, including a toilet that had overflowed. They claimed the landlords made some effort to fix the plumbing problems which resulted in many holes cut in the drywall throughout the unit and a postponement of work until the house was empty. As a result of these factors, the unit was not fit to live in.

The tenants explained their understanding of the significance of the unit containing poly B plumbing. They described polybutylene plastic plumbing pipes, referenced as "poly B", which were in the unit. Poly B pipes were in common use at the time the unit was constructed and have subsequently had certification withdrawn because of bursting, failing, and leaking. The tenants submitted research and testimony that poly B pipes are not an acceptable product for water systems because of their failure after 10 to 15 years of use. Replacement of the poly B pipes is called "re-piping" in the evidence. The tenants testified that the entire unit contained poly B pipes all of which had to be

replaced.

In essence, the tenants claimed that the landlords had to replace the poly B pipes in the unit, not through any negligence or damage caused by the tenants, but because the pipes had reached the end of their useful life. They submitted that the plumbing work is a responsibility of the landlords.

The tenants stated in their written submissions:

*It would have been unrentable due only in part because of Extensive Drywall damage due to Repipe [re-piping] of the home's entire plumbing system (see Major Poly B Renovation written (below) and digital evidence).*

*We followed the move out checklist provided and followed it to the letter see tenant Digital evidence (Move out checklist)*

The parties' submissions are discussed under each heading below. The tenants pointed out that the landlords were able to increase the monthly rental of the unit from \$2,050.00, paid by the tenants, to \$2,700.00, after renovations. The tenants attributed this to the landlords' updating and renovating of an aging unit, not because they repaired damages caused by the tenants.

In summary, the tenants stated they are not responsible for loss of rent for a period in which the landlords carried out renovations and repairs which were the landlords' responsibility.

## *2. Repairs Throughout the Unit*

Column	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D AGE</b>	<b>E CLAIM</b>
2.	<b><i>Throughout unit</i></b>				
2.1	Painting and repair	\$4,531.80	Invoice	2018 (80% of unit)	\$1,132.95
2.2	Blinds replacement	\$1,773.00	quote	2015	\$709.20
2.3	Carpet replacement	\$4,735.00	quote	2014	\$1,562.55

## 2.1 Painting and repair

The landlords claimed that 80% of the unit was repainted in 2018 and the remaining 20% in 2015, for which no claim is made. They submitted no documentary evidence of the dates of the painting or the cost of the painting.

The landlord stated as follows in their written submission:

*~80% of walls in the house were completely repainted by Landlords after the previous tenant moved out in 2018/03 (empty 2 months for reno). Freshly repainted 2018/04: All walls in Kitchen, Living & Dining Rm, Hallway 1st Flr, all Bathrooms, all doors, closet & frames, railings x2. The rest of the walls (20%) were newly painted in 2015/10*

Based on the landlords' testimony, the landlords calculated the remaining useful of the paint as one year, the landlords requested reimbursement of the prorated amount of \$1,132.95.

The landlords stated that when the tenants moved out, the walls had many children's scribbles requiring priming and repainting. They claimed the tenants put many sizeable screw holes in the walls. The 2-page index to the landlords' video submissions states (in shortened, selected form), the following regarding some of the damage and the work done to repair the damages:

- Closet bifold Drs removed
- bedroom 1 - ~50+ Large & small prominent Carpet Stains scattered thru out
- Bedroom 2 - - Wall damages - Dr drawing and patches
- Hallway 2<sup>nd</sup> floor Wall pen marks, patches, blotches
- Damaged rail with hole drills with fillings - Railing and spindle color pen drawings
- living room and dining room: Wall1 unauthorized nail holes, marks, dents, blemishes, 3D patches - Wall2 paint patches, marks, dents - Fireplace walls: Paint patches, stains, drawings
- Master bedroom - ~60+ Large & small Carpet color stains, pee smell, and gum residues

The landlords submitted a 5-page detailed invoice dated March 22, 2021 in the total amount of \$8,495.55 for painting and wall repair. The landlords submitted many pictures

taken a month before the tenants vacated along with many other videos and documents.

The tenants acknowledged that their children marked the walls. They acknowledged responsibility for some screw holes. However, they stated there were screw holes/marks in the walls when they moved in. They testified that the unit had not been 80% freshly painted the year they moved in as the landlords claimed. The tenants stated as follows in their written submissions:

*It is noted several times in the original move in inspection that things were dirty. Paint chips out of the front door and all window ledges.*

...

*in the stairwell and the walls of the hallway it is noted that there were nicks in the walls, in the bathroom x3. Cabinets and mirrors were noted as only being F (fair). The master bedroom is noted to have scratches on the wall and nicks for the smaller bedroom's baseboard. The patio and balcony door were described as already being in P (poor) condition.*

The tenants claimed they filled and touched up the walls with paint provided by the landlord and left it in "very clean and rentable condition". Unfortunately, the paint was not an exact match to the color of the walls which is apparent from the photographs and videos. The tenants claimed that the problems with their touch up are the responsibility of the landlords.

The tenants testified that most of the damage to the walls was normal wear and tear and the unit's painting was well over 4 years old. They asserted that the landlords' pictures were not representative of the move out condition as they were taken a month before the tenants moved out and show the unit before the tenants cleaned and touched up the walls. The tenants provided photos which showed in the unit in a clean condition when they left.

The tenants believed it is not reasonable that they should be responsible for leaving the unit in "like new" condition.

The tenants also claimed that items in the landlords' receipt are not properly compensable such as repair of large drywall holes related to plumbing and piping

issues, particularly the replacement of poly-B piping (discussed below). The tenants asserted that the following are not recoverable by the landlords: removing insulation, retexturing the ceiling, installing drywall, priming, and painting doors.

## *2.2 Blinds replacement*

The landlords testified that the many blinds in the unit were damaged beyond repair and the replacement cost is \$1,773.00. The landlords testified the blinds were new in 2015 and their adjusted claim considering the useful life under the Policy Guideline is \$709.20. The landlords did not submit evidence of the date or purchase cost of the blinds.

The landlords did not replace the blinds. They stated they are using curtains temporarily and will purchase the blinds in the future. They submitted an estimate of the purchase price.

The tenants deny any responsibility for the claim relating to the blinds. They assert the blinds were much older than represented by the landlord. They acknowledged responsibility for some damage but testified the blinds were dirty on move-in, used and low quality and easily damaged.

The tenants stated in their written submissions:

*Blinds were damaged/worn and torn in most rooms. Kids can be hard on blinds, but it does not help when they are already in a used condition/old condition*

*...*

*No where on the condition inspection report of May 25th 2018 does it state that the condition of any of the window coverings were new or like new.*

*The only descriptor given was for the living room "dirty" and "fair". Blinds in master bedroom and other bedrooms are noted as being "dirty" with paint chips at ledges.*

*ii. The blinds were generic aluminum Venetian-style. These blinds are not known to stand up to children or many years of use. New blinds of this style are between \$21 and \$80 depending on size, if they were new.*

*As these blinds were in "dirty" condition upon move in, they were clearly not new*

*and may have had damage to them prior to our move in.*

### *2.3 Carpet replacement*

The landlords testified as follows. The tenants damaged the carpets beyond cleaning or repair requiring replacement. The landlords did not replace the used carpet with new carpet after the tenants vacated. Instead, they installed laminate flooring. The landlord did not submit documentary evidence of the date or purchase price of the carpet in 2014.

The landlords claimed that the tenants are responsible for the replacement estimate of \$4,735.00 for the carpet. Based on this age and the remaining useful life under the Policy Guideline, the landlords requested reimbursement of \$1,132.95.

The tenants denied that the landlords are entitled to any portion of the cost of new flooring as the carpet was old and had no remaining useful life. The tenants stated they had the carpet professionally cleaned before they moved out. Any other damage is from normal wear and tear.

The tenants stated as follows in their written submission:

*Carpeting - claim: carpeted area destroyed beyond repair*

- i. No where on the condition inspection report of May 25th 2018 does it state that the condition of the carpet was new, like new or any descriptors.*
- ii. The carpet had noticeable wear and tear and was not new.*
- iii. No receipts have been given by the landlord to indicate this carpet was anything other than used.*
- iv. Upon leaving the unit we paid to have the carpet professionally cleaned.*
- v. Upon leaving the unit, after the professional carpet cleaning, I submitted photos where clearly there is not paint, colour marks, or other damage on every square foot like the landlord has claimed.( See move out Condition Pictures & Video).*
- vi. Useful life expectancy of Carpets is 10 years. How old were the original carpets?*

### 3. *Water damage*

<b>Column</b>	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D Age</b>	<b>E Claim</b>
3	<b><i>Water damage</i></b>				
3.1	Shower door - replacement	\$1,260.00	quote	2013 (est)	\$756.00
3.2	Ceiling repair (\$2,350.00 x 50%)	\$1,601.00	invoice		\$1,601.00
3.3	Ceiling in garage (\$1,050.00)	\$350.00	invoice		\$350.00

#### 3.1 *Shower door - replacement*

Considerable evidence was submitted by both parties regarding the shower doors in the main bathroom and alleged subsequent water damage.

The tenants testified that the hardware for the shower doors was worn and the old doors “broke off”. The male tenant acknowledged that he removed the shower doors in September 2020 which he discarded as being valueless. The tenants then installed fabric shower curtains. They continued using the shower.

The tenants reported the broken shower doors to the landlords. They offered to replace them with ones they located. However, the landlords were not satisfied that the doors offered by the tenants as they were concerned that the proposed replacement would not meet current standards. Negotiations broke down between the parties.

The tenants written submissions stated:

*[We were] only able to find one used door that to me seemed a reasonable price to pay given depreciation of old glass shower doors. I was not prepared financially for anything else. Doors were available for purchase. (See Tenants Glass Shower Door Replacement and negotiations digital evidence), but Landlord rejected it.*

The landlords testified that they installed much higher quality shower doors but are not seeking reimbursement for this sum. They provide a quote for the replacement doors of \$756.00 of a lesser quality as that product was an accurate representation of the shower doors removed by the tenants.

The landlords testified that the shower doors were new in 2013. The landlord did not submit documentary evidence of the date or purchase price.

The tenants submitted considerable evidence of their research into the townhouses nearby to show that the doors were original to the unit and therefore 23 years old.

### *3.2 Ceiling repair*

The landlords claimed that the tenants failed in their responsibility to replace the shower doors after they broke them; the result was water escaping from the shower unit onto the bathroom floor. This water then travelled through the floor and damaged the living room ceiling below. The landlords retained plumbing services and incurred substantial plumbing expenses, 50% of which they seek reimbursement from the tenants.

The landlords submitted many photographs and videos. They stated as follows in their written submission:

*Tenant took no action still to prevent water from spreading over the Master Bath floor - despite being warned by Certified Plumbers and as well as repeated reminders from Landlords*

In their written evidence submissions, the landlords stated:

*Tenant reported DinRm ceiling leak for in 2020 Jul, Nov17 & 24, and b4 Xmas Landlord joined on 12/28 visit*

The landlords stated that the plumber cut out the "Master Bath Toilet water feed pipe" in the ceiling of the living room and submitted photographic evidence of a large hole cut in the drywall of the ceiling with exposed pipe. They wrote as follows in their evidence submission:

*Water stain in subfloor surrounding the Tiolet water pipe is ~3ft away from*



*shower - White new PEX pipes installed as preventative measure but Plumber confirmed NONE of the older pipe was leaking*

A copy of an invoice from a plumber dated December 28, 2021 states in part:

- Found no signs of poly b supply lines leaking
- Tenant found drip from small section but unable to replicate drip
- Found that shower base upstairs was dripping onto the baseboard which led to potential leak in ceiling space
- Will send out a quotation to re-pipe [re-pipe] the whole unit

In the same invoice the plumber stated he “removed old poly b section and replace with pex piping”.

The landlords argued that the plumber stated in this invoice that the removal of the shower doors and replacement with the curtain led to the leak and ceiling damage.

In an email dated January 24, 2021, the landlords informed the tenants they would not be repairing the living room ceiling, stating as follows:

*We had explained the cause & effect with the lack of the shower door in the standing shower alcove. Your shower curtain solution has led to a substantial water accumulation of the bathroom floor over a prolonged period of time which has damaged & leaked down to the ceiling below **as confirmed by the certified plumber.***

*Given the above stated points your series of actions have given us insufficient evidence to believe you have and will take actions required by you as Tenant , to care for my property with due diligence and stop water from accumulation on the bathroom floor; and therefore, we will not proceed with the ceiling repair.*

*[emphasis added]*

The tenants testified as follows.

They pointed to the condition inspection report on moving in which referenced ceiling stains and stated in their written submissions:

*In the ceiling of the dining room there is noted 4 previous patches from plumbing issues where leaks persisted.*

They said there was no water damage from the shower use or that any damage is due to poly B pipes.

The tenants claimed that any leaking and damage to the living room ceiling was caused by the unit's outdated plumbing system which needed repairs and replacement of poly B pipes. They recounted that the toilet had overflowed previously. Also, more water stains were found on the living ceiling in mid-2020 and reported to the landlords. They stated that the landlords were aware there were uninvestigated, unresolved plumbing/piping issues in the unit.

The tenants denied that "a certified plumber" had linked the shower with the leaking and stated that this was conjecture on the landlords' part in an effort to get them, the tenants, to pay for costly plumbing due to age related and issues poly-B pipes. The tenants denied that the December 28, 2021 invoice can be interpreted in the manner suggested by the landlords. They testified that the reasonable interpretation of the invoice was a possibility, not a probability, of a connection between the shower base and the ceiling leak, as meant use of the word "potential".

The tenants pointed out the plumbing invoice references the replacement of poly B piping *in the entire unit*, not just in the shower/living room area. They testified that this showed that the water damage was caused by disintegrating, bursting or leaking of poly B pipes and not through anything they had done.

The tenants claimed that the landlords are attempting to pass on the financial responsibility for replacing the Poly B which had to be replaced sooner or later.

The tenants stated in their written submissions:

*Tenant Emailed [male landlord] as soon as the 3rd floor guest bathroom toilet overflowed. They could have at any point asked to come by and look at the damage and source. Landlord(s) had not been inside the rental since we renewed our lease in May 2019.*

...

*a July 22/2020- Emailed [male landlord] about a toilet overflow in the guest bathroom on the 3rd floor directly above the affected area. Provided a picture of*

*the damage. 4 b July 22/2020- [male landlord] contacted a plumber who had availability the following Monday. c July 27/2020-Plumber Fixes Toilet issue. d. August 1/2020-*

*[male landlord] confirms "Recent Toilet/Ceiling Fix" is fully resolved. Tenant Responds.*

*[male landlord] confirms a ceiling repair will be initiated, the ceiling was never fixed til move out.*

*...*

*Anytime Tenant reported a Poly B leak in the living room it was after Drywall had been cut out, and it was always a small drip that would come and go. Lines were visibly condensating all the time.*

The landlords denied the tenants argument that the poly B pipes were responsible for leaking.

### 3.3 Ceiling in garage

In many respects, the parties' arguments under this section mirror those in the previous one. Once again, the landlords claimed that the tenants are responsible for a leak and resulting ceiling damage below.

The landlords explained that the kitchen in the unit is located over the garage. They claimed that the tenants did not properly care for the dishwasher in the kitchen. As a result, the dishwasher leaked, water leaked through the floor, and the moisture damaged the ceiling of the garage. The landlords submitted photographic evidence that the ceiling was not stained at the time the tenants moved in and was stained when they moved out.

The landlords submitted no documentary evidence of the age of the dishwasher and acknowledged it was past its useful life under the Guideline of 10 years.

The tenants testified as follows. The dishwasher was at least 20 years old, was probably original to the house, and did not function properly during the tenancy. The dishwasher was broken from January 12, 2021 until the end of the tenancy because "parts broke off the unit and were not fixable".

The tenants stated they only used the dishwasher normally and were not aware of leaking that was purportedly taking place. They attributed any leaking to the age of the dishwasher and/or disintegrating poly B pipes which are discussed in greater detail in the previous category.

The tenants stated in their written submissions:

*There are Poly B pipes running directly below Dishwasher and Sink in the garage.*

...

*During the first year walk through Tenant brought the drainage issues the dishwasher was having to the attention of the landlords. The dishwasher wouldn't drain properly, and the sink would fill up with dirty dish water. There was an issue with the plumbing associated with the sink and dishwasher.*

...

*Ceiling leak in garage had to receive the Poly B Repairs to the associated plumbing below. See Tenant Digital Evidence ( Only Water Damage in Garage in Major Poly B Renovation).*

*This hole is substantially bigger than what would have been necessary to fix a small water leak on the garage ceiling see tenant Digital evidence (Small garage leak). This hole is that large because there are poly B pipes running through that need to be changed. You can clearly see the water stain on the ceiling from an unsourced entry, is still present.*

In their evidence submission, the landlords stated, "Dishwasher was leak source due to Tenants' removal of parts & misuse. - Tenant NEVER advised Landlord of dishwasher damage or water stain." They stated the floor below the dishwasher was wet.

The landlords claimed compensation as stated above.

#### 4. Kitchen

Column	A ITEM	B AMOUNT	C EVIDENCE	D Age	E Claim
4.	<b><i>Kitchen</i></b>				
4.1	Kitchen cabinets – replacement of doors and drawers	\$1,984.50	invoice	2008 (est)	\$952.56
4.2	Tiles – 6 floor tiles Labour \$945.00 Tiles \$105.00	\$1,050.00	Quote	2014 (est)	\$320.00

##### 4.1 Kitchen cabinets

The landlords claimed that the tenants damaged the doors and drawers of the kitchen cabinets necessitating their replacement in the amount of \$1,984.50. As the cabinets were installed in 2008, the adjustment after consideration of the useful life under the Policy Guideline is \$952.56. The landlords submitted an invoice in support of their claim.

The landlord did not submit documentary evidence of the date or purchase price of the cabinets to support their testimony.

The tenants stated that the kitchen cabinets were original to the unit and were therefore 23 years old. Accordingly, they were beyond their useful life.

As stated in other categories above, the tenants testified that their investigation showed that the many items claimed by the landlords, including the kitchen cabinets, were installed at the time of construction of the unit. They provided pictures of adjacent townhouses built at the same time to support their assertion that other townhouses had original identical cabinets.

The tenants stated they only used the kitchen cabinets normally during the tenancy. Any damage was from normal wear and tear. The cabinets were well used, and this was noted in the condition inspection report. The tenants submitted that when they moved

in:

*The kitchen counter top had blemishes and scratches, cabinets and doors were also noted as having issues.*

The tenants stated in their written submissions:

*They were left in a used condition upon moving out. Paint was chipping off, handles fell off and the tenant addressed those issues. As seen on ( Drawer Pictures Kitchen), can also be viewed in tenants ( Move out condition video). How old are old drawers and accompanying accessories?*

#### *4.2 Tiles*

The landlords testified that six tiles were broken on the kitchen floor when the tenants moved out. The landlords claimed that the tiles were broken by the tenants who are responsible for the anticipated cost of their repair. They testified that the tiles were unique and costly. They have not repaired the tiles and submitted an estimate of the repair cost of \$1,050.00.

The landlords testified the floor was new in 2014; therefore, after adjustment for the life expectancy under the Policy Guideline, their claim is \$320.00. The landlords submitted no documentary evidence supporting the age or cost of the original flooring.

The tenants stated that the landlords' testimony as to the date/cost of installation of the tile flooring was conjecture and unreliable. They stated the estimate is out of keeping with the repairs involved and submitted evidence of a lower available cost.

In any event, the tenants stated any damage is normal wear and tear. The cracked tiles are in the areas they would stand to "do dishes and prepare food"; the flooring was not mis-used.

The tenants denied responsibility for the landlords' claim for the cost associated with the replacement of the tiling.

5. *Administrative expenses*

Column	A ITEM	B AMOUNT	C EVIDENCE	D Age	E Claim
5.	<b>Administrative expenses</b>				
5.1	Insurance premium	\$271.00	Invoice		\$271.00
5.2	Filing fee	\$100.00			100.00
	<b>TOTAL CLAIM - DAMAGES</b>	0			\$14,119.96

The landlords claimed that their insurance cost increased because of doing the repairs to the unit during a three-month period caused by the damage inflicted by the tenants. They submitted documentary evidence of an increased insurance expense of \$271.00.

The landlords claimed reimbursement of the filing fee of \$100.00.

The tenants stated that are not responsible for any of the landlords' claims including these expenses.

*Summary*

The parties agreed to a Monetary Order in the landlords' favour in the amount of \$214.70.

In addition, the landlords requested a Monetary Order in the amount of \$13,905.26, being their claims as adjusted to the useful life in the Policy Guideline as set out in the above table. The tenants requested these claims be dismissed without leave to reapply.

## Analysis

While I have turned my mind to all the evidence and the testimony of the parties, not all details of the respective evidence are reproduced here. The principal aspects of the claim and my findings around each are set out below.

### *Standard of Proof*

Rule 6.6 of the *Residential Tenancy Branch Rules of Procedures* state 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.

It is up to the landlords to establish their claims on a balance of probabilities, that is, that the claims are more likely than not to be true.

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.

### *Obligations of Tenants and Landlords*

The obligations of the parties are set out in the Act and clarified in *Policy Guideline # 1. Landlord & Tenant – Responsibility for Residential Premises*.

Section 32 states as follows (emphasis added):

#### ***Landlord and tenant obligations to repair and maintain***

**32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that**

*(a) complies with the health, safety and housing standards required by law, and*

*(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*



**(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.**

**(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.**

**(4) A tenant is not required to make repairs for reasonable wear and tear.**

**(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.**

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

### *Credibility*

When the tenant and the landlord give differing versions of events, the credibility of the parties must be considered. I found both parties to be well-prepared and firmly convinced of their version of events. Each party submitted substantial evidence which they asserted conclusively proved their point of view.

After reviewing the evidence, I find that the landlords have submitted evidence of the events in one way, and the tenants have provided a more likely different explanation of the events.

I have concluded that the landlords are seeking to hold the tenants accountable for many expenses which are their, the landlords', responsibility. I find the tenants have created doubt about the landlords' claims through carefully researched and well-presented arguments. I find the tenants provided the more reasonable and believable version of events.

As well, I find the tenants have validly addressed many deficiencies in the landlords' claims such as the lack of documentary evidence to show that the items claimed have any remaining useful life. I give considerable weight to the fact that the landlords have not substantiated their testimony about the age and cost of items which they claimed the tenants damaged.

I acknowledge that the landlords have shown that the unit required considerable work after the tenants moved out. However, I find most of the work was not caused by damage for which the tenants are responsible. I accept the tenants' version of events to be reasonable and credible in the circumstances. That is, I find that they generally used the unit in an allowable and normal way and are not responsible for normal wear and tear.

In reaching my conclusions below, I find that the landlords were faced at the end of the tenancy with an outdated unit in need of considerable repairs caused by age, and older/outdated building elements.

Therefore, in balancing the conflicting testimony of the parties, where their version of events differs, I prefer the tenants' account and interpretation.

#### *Four-part Test*

When an applicant, the landlords in this case, seeks compensation under the Act, they must prove on a balance of probabilities all four of the following criteria before compensation may be awarded:

1. Has the tenant failed to comply with the Act, regulations, or the tenancy agreement?
2. If yes, did the loss or damage result from the non-compliance?
3. Has the landlord proven the amount or value of their damage or loss?
4. Has the landlord done whatever is reasonable to minimize the damage or loss?

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

The above-noted criteria are based on sections 7 and 67 of the Act, which state:

*7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*

*(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

...

67 Without limiting the general authority in section 62 (3) [ . . . ] 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.

Consideration of each of the categories of claims follows in the order discussed above. The exception is the claim for loss of rent which is the final category considered below.

1. *Loss of Rent – considered as the final category*

2. *Repairs Throughout the Unit*

Column	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D AGE</b>	<b>E CLAIM</b>
2.	<b><i>Throughout unit</i></b>				
2.1	Painting and repair	\$4,531.80	Invoice	2018 (80% of unit)	\$1,132.95
2.2	Blinds replacement	\$1,773.00	quote	2015	\$709.20
2.3	Carpet replacement	\$4,735.00	quote	2014	\$1,562.55

2.1 *Painting and repair*

Guideline #40 states that the useful life of paint is four years. I find the landlords have not met the burden of proof based on a balance of probabilities that the paint had any useful life.

I also find the walls were marked and damaged when the tenants moved in. I find the tenants touched up the walls with paint provided by the landlord of a mis-matched color. I find most damage to the walls/paint to be normal wear and tear.

The landlords' claims with respect to plumbing and ceiling repairs are addressed later.

The tenants acknowledged that they are responsible for some damage to the walls. I accept the tenants' evidence and find there is some damage for which the tenants must compensate the landlords.

I considered *Policy Guideline 16: Compensation for Damage or Loss* which states:

*An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:*

- *“Nominal damages” are a minimal award. 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.*

In consideration of the evidence, the Act and Guideline # 16, I award nominal damages to the landlords in the amount of \$300.00.

Accordingly, I grant the landlord a monetary award in the amount of \$300.00.

### *2.2 Blinds replacement*

Guideline # 40 states that the useful life of blinds is 10 years. I find the landlords have not met the burden of proof that the blinds had any remaining useful life. The landlords submitted no documentary evidence to support their testimony as to the age of the blinds.

The landlords testified the blinds have not been replaced. I find the landlords have not proved the value of the loss suffered.

Accordingly, their claim for damage to the blinds is dismissed.

### *2.3 Carpet replacement*

Guideline # 40 states that the useful life of carpet is 10 years. I find the landlords have not met the burden of proof that the carpet had any remaining useful life. The landlords submitted no documentary evidence to support their testimony as to the age of the carpet.

The landlords testified the carpet has not been replaced. I find the landlords have not

proved the value of the loss suffered. Accordingly, their claim for damage to the carpet is dismissed.

### 3. *Water damage*

<b>Column</b>	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D Age</b>	<b>E Claim</b>
3	<b><i>Water damage</i></b>				
3.1	Shower door - replacement	\$1,260.00	quote	2013 (est)	\$756.00
3.2	Ceiling repair (\$2,350.00 x 50%)	\$1,601.00	invoice		\$1,601.00
3.3	Ceiling in garage (\$1,050.00)	\$350.00	invoice		\$350.00

#### 3.1 *Shower door – replacement*

I find the landlords have not met the burden of proof under this hearing that the landlord purchased the original shower doors in 2013 or that they have any remaining useful life under Guideline # 40. The landlords submitted no documentary evidence to support their testimony as to the age of the shower doors.

I accept the tenants' evidence that the shower doors were likely original to the unit and broke due to age. I find the tenants were not responsible for the shower doors malfunctioning. I find the tenants in good faith were willing to replace the shower doors and the landlords' rejection of their efforts to have been unreasonable. I therefore find the landlords have failed to mitigate or reduce their expenses.

I therefore dismiss the landlords' claim under this heading without leave to reapply.

#### 3.2 *Living room ceiling repair*

The landlords claimed that the tenants failed in their responsibility to replace the shower doors after they broke them; the result was water escaping from the shower unit onto the bathroom floor. This water then travelled through the floor and damaged the living

room ceiling below. The landlords retained plumbing services and incurred substantial plumbing expenses, 50% of which they seek reimbursement from the tenants.

The landlords submitted many photographs and videos. They stated as follows in their written submission:

*Tenant took no action still to prevent water from spreading over the Master Bath floor - despite being warned by Certified Plumbers and as well as repeated reminders from Landlords*

In their written evidence submissions, the landlords stated:

*Tenant reported DinRm ceiling leak for in 2020 Jul, Nov17 & 24, and b4 Xmas Landlord joined on 12/28 visit*

The landlords stated that the plumber cut out the “Master Bath Toilet water feed pipe” in the ceiling of the living room and submitted photographic evidence of a large hole cut in the drywall of the ceiling with exposed pipe. They wrote as follows in their evidence submission:

*Water stain in subfloor surrounding the Tiolet water pipe is ~3ft away from shower - White new PEX pipes installed as preventative measure but Plumber confirmed NONE of the older pipe was leaking*

A copy of an invoice from a plumber dated December 28, 2021 states in part:

- Found no signs of poly b supply lines leaking
- Tenant found drip from small section but unable to replicate drip
- Found that shower base upstairs was dripping onto the baseboard which led to potential leak in ceiling space
- Will send out a quotation to repipe [re-pipe] the whole unit

In the same invoice the plumber sated he “removed old poly b section and replace with pex piping”.

The landlords argued that the plumber stated in this invoice that the removal or the shower doors and replacement with the curtain led to the leak and ceiling damage.

In an email dated January 24, 2021, the landlords informed the tenants they would not be repairing the living room ceiling, stating as follows:

*We had explained the cause & effect with the lack of the shower door in the standing shower alcove. Your shower curtain solution has led to a substantial water accumulation of the bathroom floor over a prolonged period of time which has damaged & leaked down to the ceiling below **as confirmed by the certified plumber.***

*Given the above stated points your series of actions have given us insufficient evidence to believe you have and will take actions required by you as Tenant , to care for my property with due diligence and stop water from accumulation on the bathroom floor; and therefore, we will not proceed with the ceiling repair.*

*[emphasis added]*

The tenants testified as follows.

They pointed to the condition inspection report on moving in which referenced ceiling stains and stated in their written submissions:

*In the ceiling of the dining room there is noted 4 previous patches from plumbing issues where leaks persisted.*

They said there was no water damage from the shower use or that any damage is due to poly B pipes.

The tenants claimed that any leaking and damage to the living room ceiling was caused by the unit's outdated plumbing system which needed repairs and replacement of poly B pipes. They recounted that the toilet had overflowed previously. Also, more water stains were found on the living ceiling in mid-2020 and reported to the landlords. They stated that the landlords were aware there were uninvestigated, unresolved plumbing/piping issues in the unit.

The tenants denied that "a certified plumber" had linked the shower with the leaking and stated that this was conjecture on the landlords' part in an effort to get them, the tenants, to pay for costly plumbing due to age related and issues poly-B pipes. The

tenants denied that the December 28, 2021 invoice can be interpreted in the manner suggested by the landlords. They testified that the reasonable interpretation of the invoice was a possibility, not a probability, of a connection between the shower base and the ceiling leak, as meant use of the word “potential”.

The tenants pointed out the plumbing invoice references the replacement of poly B piping *in the entire unit*, not just in the shower/living room area. They testified that this showed that the water damage was caused by disintegrating, bursting or leaking of poly B pipes and not through anything they had done.

The tenants claimed that the landlords are attempting to pass on the financial responsibility for replacing the Poly B which had to be replaced sooner or later.

The tenants stated in their written submissions:

*Tenant Emailed [male landlord] as soon as the 3rd floor guest bathroom toilet overflowed. They could have at any point asked to come by and look at the damage and source. Landlord(s) had not been inside the rental since we renewed our lease in May 2019.*

...

*a July 22/2020- Emailed [male landlord] about a toilet overflow in the guest bathroom on the 3rd floor directly above the affected area. Provided a picture of the damage. 4 b July 22/2020- [male landlord] contacted a plumber who had availability the following Monday. c July 27/2020-Plumber Fixes Toilet issue. d. August 1/2020-*

*[male landlord] confirms “Recent Toilet/Ceiling Fix” is fully resolved. Tenant Responds.*

*[male landlord] confirms a ceiling repair will be initiated, the ceiling was never fixed til move out.*

...

*Anytime Tenant reported a Poly B leak in the living room it was after Drywall had been cut out, and it was always a small drip that would come and go. Lines were visibly condensating all the time.*

The landlords denied the tenants argument that the poly B pipes were responsible for leaking.



### 3.3 Garage ceiling repair

*In many respects, the parties' arguments under this section mirror those in the previous one. Once again, the landlords claimed that the tenants are responsible for a leak and resulting ceiling damage below.*

*The landlords explained that the kitchen in the unit is located over the garage. They claimed that the tenants did not properly care for the dishwasher in the kitchen. As a result, the dishwasher leaked, water leaked through the floor, and the moisture damaged the ceiling of the garage. The landlords submitted photographic evidence that the ceiling was not stained at the time the tenants moved in and was stained when they moved out.*

*The landlords submitted no documentary evidence of the age of the dishwasher and acknowledged it was past its useful life under the Guideline of 10 years.*

*The tenants testified as follows. The dishwasher was at least 20 years old, was probably original to the house, and did not function properly during the tenancy. The dishwasher was broken from January 12, 2021 until the end of the tenancy because "parts broke off the unit and were not fixable".*

*The tenants stated they only used the dishwasher normally and were not aware of leaking that was purportedly taking place. They attributed any leaking to the age of the dishwasher and/or disintegrating poly B pipes which are discussed in greater detail in the previous category.*

*The tenants stated in their written submissions:*

*There are Poly B pipes running directly below Dishwasher and Sink in the garage.*

*...*

*During the first year walk through Tenant brought the drainage issues the dishwasher was having to the attention of the landlords. The dishwasher wouldn't drain properly, and the sink would fill up with dirty dish water. There was an issue with the plumbing associated with the sink and dishwasher.*

*...*

*Ceiling leak in garage had to receive the Poly B Repairs to the associated plumbing below. See Tenant Digital Evidence ( Only Water Damage in Garage in Major Poly B*

Renovation).

*This hole is substantially bigger than what would have been necessary to fix a small water leak on the garage ceiling see tenant Digital evidence (Small garage leak). This hole is that large because there are poly B pipes running through that need to be changed. You can clearly see the water stain on the ceiling from an unsourced entry, is still present.*

*In their evidence submission, the landlords stated, "Dishwasher was leak source due to Tenants' removal of parts & misuse. - Tenant NEVER advised Landlord of dishwasher damage or water stain." They stated the floor below the dishwasher was wet.*

*The landlords claimed compensation as stated above.*

#### 4. Kitchen

4.	<b>Kitchen</b>				0
4.1	Kitchen cabinets – replacement of doors and drawers	\$1,984.50	invoice	2008 (est)	\$952.56
4.2	Tiles – 6 floor tiles Labour \$945.00 Tiles \$105.00	\$1,050.00	Quote	2014 (est)	\$320.00

##### 4.1 Kitchen cabinets – replacement of doors and drawers

Cabinets have a useful life of 25 years under Guideline # 40. The landlords have failed to establish the age of the cabinets. The landlords submitted no documentary evidence to support their testimony as to when the cabinets were installed and the price. I accept the tenants' evidence with respect to the well-used condition of the cabinets when they started the tenancy as reflected in the condition inspection report on moving in. I accept that they used the kitchen normally and any damage caused by the tenants was due to normal wear and tear.

The landlords may choose to replace parts of the cabinets. However, I find it is not the obligation of the tenants to reimburse them.

Accordingly, I dismiss the landlords claim under this heading.

#### *4.2 Tiles – 6 floor tiles*

Under Guideline # 40, tiles have a useful life of ten years.

I find the landlords have not met the burden of proof under this heading that the landlord had the tiled floor installed in 2014. I find the landlords have not established that they have any remaining useful life. The landlords submitted no documentary evidence to support their testimony as to the age or cost of the flooring.

The tiles have not been repaired. I find the estimate of repair costs to be excessive for the work described.

I accept the tenants' evidence that the items were likely original to the unit, were in used condition when the tenants moved in, and the tenants used the items normally. I find that any damage was due to normal wear and tear.

For these reasons, I dismiss the landlords' claims under this heading without leave to reapply.

#### *1. Loss of Rent*

<b>2. Column</b>	<b>A ITEM</b>		<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D Age</b>	<b>E Claim</b>
1.	<b><i>Loss of Rent</i></b>					
1.1	Loss of rent during repairs, 3 months @ \$2,050.00		\$6,150.00	Lease		\$6,150.00

I find the landlords' evidence credible that the unit was vacant for three months to allow the repairs and renovations to take place.

However, I accept the tenants' testimony as believable that the house needed a lot of work and was not liveable when they moved out. I have reached this conclusion after a careful review of the parties' evidence including photographs.

The landlords acknowledged receiving a substantial increase in rent after the renovations were over. I find the landlords substantially renovated the unit and cannot hold the tenants responsible for lost rent while they did so.

I find the need for repairs and renovations were not caused by the tenants' damage. I find the work was necessary because of aging and deterioration of the unit for which the tenants are not accountable. I find the tenants' use of the unit to be no more than normal wear and tear.

I find the landlord has not met the burden of proof under this claim which I dismiss without leave to reapply. I therefore dismiss the landlords' claim under this heading without leave to reapply.

#### 5. *Administrative expenses*

<b>Column</b>	<b>A ITEM</b>	<b>B AMOUNT</b>	<b>C EVIDENCE</b>	<b>D Age</b>	<b>E Claim</b>
5.	<b><i>Administrative expenses</i></b>				
5.1	Insurance premium	\$271.00	Invoice		\$271.00
5.2	Filing fee				100.00
	<b>TOTAL CLAIM - DAMAGES</b>	0			\$14,119.96

*5.1 Insurance premium*

*5.2 Filing fee*

As I have found the unit was vacant for three months for repairs and renovation through no fault of the tenants, I find the landlords are not entitled to reimbursement for any insurance costs during the period the unit was vacant.

As the landlord has been largely unsuccessful in their claim, I do not award the landlords reimbursement of the filing fee.

*Summary of award*

My award is summarized as follows:

<b>ITEM</b>	<b>AMOUNT</b>
Agreed award	\$214.70
Category 2.1 (Paint, walls)	\$300.00
<b>TOTAL AWARD LANDLORDS</b>	<b>\$514.70</b>

*Security deposit*

As the landlords hold a security deposit of \$1,025.00, I direct the landlords to return the balance of the security deposit after payment of the award as follows:

<b>ITEM</b>	<b>AMOUNT</b>
Award above	\$514.70
(Less security deposit)	(\$1,025.00)
<b>TOTAL AWARD TENANTS</b>	<b>(\$510.30)</b>

Conclusion

The landlords are granted a Monetary Order of **\$514.70** which is paid by the security deposit held by the landlords in trust with the balance of **\$510.30** to be returned to the tenants by the landlords.

I grant the tenants a Monetary Order in the amount of **\$510.30** against the landlords for the return of the balance of the security deposit. This Order may be filed and enforced in the Courts of the Province of British Columbia.

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 27, 2021

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Residential Tenancy Branch