



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 9, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing to the Tenant by email on March 24, 2021. The Landlord provided a copy of the email, including attachments. The Landlord was granted permission to serve the Tenant with hearing documentation and evidence by email (substituted service). The Landlord sent these documents to the Tenant's email address as listed on the substituted service decision. Pursuant to the substituted service decision, I find the Tenant is deemed served with the Landlord's Notice of Hearing and evidence 3 days after the email was sent, on March 27, 2021.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

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

Background and Evidence

The Landlord provided a detailed spreadsheet speaking to the different items the Tenant damaged. The Landlord stated that the Tenant moved in around September 1, 2016, and subsequently moved out sometime in early February 2020.

The Landlord explained that the Tenant was falling behind on rent, and she moved out, in early February, without any notice, and left a significant amount of damage. The Landlord clarified that he already has a monetary from last year for the unpaid rent, and he has applied the security deposit against that monetary order (the amount owed well exceeds the amount of the deposit), so no security deposit is currently held.

The Landlord stated that he completed a move-in inspection at the start of the tenancy, and completed a condition inspection report, which was provided into evidence. The Landlord stated that since the Tenant left, without notice, he was unable to schedule a move-out inspection. The Landlord stated that he attended the rental unit sometime in early February, and found that the Tenant had moved out, but left behind many of her discarded items, garbage, and damage. The Landlord took many photos of the damage, and uploaded them into evidence.

The Landlord also submitted copies of all the receipts for hardware and building materials he had to buy to remediate the unit. The Landlord stated that he and his wife did most of the work themselves, and they opted to fix damaged items, rather than replace with new, in order to keep costs down when possible.

As per the spreadsheet, the Landlord is seeking the following items:

1) \$346.05 – Wall Repair

The Landlord stated that the walls were in good shape at the start of the tenancy, and when the Tenant moved out, she left numerous holes in the drywall, some of which were so large that they required lumber, and new drywall boarding to patch the holes. Photos were provided, as were the receipts for the building materials. The

Landlord stated that this amount is comprised on the tape, mud, wood, and paint brushes needed to repair the damaged areas.

2) \$371.99 – Floor and door repairs

The Landlord explained that all doors were in good working order at the start of the tenancy, and the flooring was only a couple of years old. The Landlord stated that the Tenant kicked holes in the master bedroom door, and that door had to be replaced. The Landlord noted that the downstairs bedroom door and frame was also heavily damaged, but he was able to repair it himself with glue and wood. Photos were provided, as were receipts for the replacement door for the master bedroom, and the building materials to repair the lower bedroom door.

The Landlord also stated that the Tenant heavily damaged the laminate flooring and there were chips and marks all over the entire floor, upstairs and downstairs. The Landlord stated that, rather than replace the floors, his wife bought colored fill, and patched the holes in the floor. Receipts for this was also provided.

3) \$333.96 – Kitchen and Washroom repairs

The Landlord stated that the Tenant took the kitchen ceiling light with her when she moved, and a new one had to be purchased. The kitchen counter was also heavily scratched, and chipped, and the Landlord bought a piece of laminate to glue down over the existing countertop, rather than try to replace the whole counter itself. The Landlord also stated that the Tenant broke the upstairs bathroom faucet and it was no longer functional. The Landlord stated that the Tenant also broke and removed the showerhead. The Landlord provided photos and receipt to support the damages, and the related costs.

4) \$63.36 – Lawn repair

The Landlord stated that the Tenant lit a fire in the middle of the back yard, and burned a hole in the lawn. The Landlord stated that this cost was to buy more soil and grass seed to patch the lawn. Receipts were provided.

5) \$236.62 – Miscellaneous (curtains, cleaning products, electrical parts)

The Landlord explained that there were several small items and materials that had to be purchased to repair the multitude of issues. The Landlord has provided receipts for the items.

The Landlord explained that the Tenant was provided with blinds and curtains for all the windows but at the end of the tenancy, all the blinds were missing, the curtain rods were removed, and the curtains were gone. The Landlord stated that, rather than replace all the blinds at significant cost, he and his wife went to the second hand store, bought fabric and materials, and made drapes/curtains for windows. The Landlord stated that they also had to buy curtain rods.

The Landlord also stated that they had to buy cleaning products to clean up the mess left behind, as shown in the photos. The Landlord also stated that many of the electrical switches and plates had to be replaced because the Tenant broke them.

6) \$100.00 – Filing fee

The Landlord was initially seeking the recovery of two filing fees (one from a previous hearing), and his mailing costs. However, at the hearing, he indicated he was aware that he was only able to recover this filing fee, and no mailing costs. As a result, only one of the filing fees was sought in this proceeding.

7) \$150.28 – Dump Fees

The Landlord explained that the Tenant left behind many items, and lots of garbage, all of which had to be taken to the dump. The Landlord provided a receipt for the UHaul truck he rented to transport the garbage, as well as a receipt for the dump fees, and gas to get to the dump. Photos of the mess and garbage was provided into evidence.

8) \$300.80 – Kitchen window replacement

The Landlord stated that the Tenant broke the glass in the kitchen window, and never replaced the window prior to moving out. The Landlord had this item professionally installed, and the sealed unit was replaced, not the whole window frame. This amount is reflected in the invoice provided by the window company.

9) \$125.00 – Owner's materials

The Landlord stated that he had some of his own materials in his workshop that he was able to use for the wall repairs. The Landlord estimated that he used \$25.00 worth of his own drywall, and \$100.00 worth of his own paint to repair the wall damage.

10) \$1,000.00 – Labour costs

The Landlord explained that in order to repair all the damage and to remediate the unit, he and his wife each spent around 2 hours per day each (4 man hours) over a period of 55 days, which totalled 220 hours. The Landlord stated that if he took a low hourly rate of \$15.00/hour, this would come to around \$3,300.00, but since he is not a professional handyman, he is only seeking \$1,000.00 for all his time.

Total: \$3,028.06

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused significant damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the multitude of issues left behind. It appears the Landlord went above and beyond to repair, rather than replace, in order to mitigate the losses and the damages. Further, although the Landlord took many hours to remediate the unit, perhaps longer than it should have taken, I find the Landlord's labour costs are very reasonable.

Based on the photos, testimony, receipts and other evidence, I find the Landlord has sufficiently established that the Tenant caused the above noted damages and ought to be responsible for the Landlord's costs to mitigate and remediate, in full. As such, I award all of the items listed above.

Conclusion

The Landlord is granted a monetary order in the amount of **\$3,028.06**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 10, 2021

Residential Tenancy Branch