



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- 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;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both landlords attended the hearing via conference call and provided undisputed affirmed testimony. Both tenants did not attend nor submit any documentary evidence.

The landlords were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlords stated that each of the tenants were served with the notice of hearing package and the submitted 355 documentary evidence files via Canada Post Registered Mail on February 6, 2021. I accept the undisputed affirmed evidence of the landlords that each of the tenants were served with the notice of hearing package(s) and the submitted documentary evidence via Canada Post Registered Mail on February 6, 2021 and the tenants are deemed served as per section 90 of the Act.

The hearing was adjourned after 77 minutes due to a lack of time. The landlords were advised that no new evidence was to be submitted nor would it be accepted.

On September 28, 2021 the hearing resumed with the landlord, C.N. only. I confirmed that both parties were sent a copy of the notice of adjournment and that the landlord, C.N. was the only party who called into the conference call hearing.

I note for the record that the during the hearing both the landlord and the arbitrator had issues regarding the upload of the landlord's submitted documentary evidence. The landlord had submitted 335 documentary evidence files in a USB, however despite numerous attempts by both parties there were difficulties locating and navigating to the landlords' evidence files. The landlord did not have the listed file names for his evidence files. The landlord noted his frustration with the evidence upload and the arbitrator's inability to be directed to the proper evidence files, however the hearing was concluded after 68 minutes. At that time the landlord stated that he was satisfied in his submissions for the application.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent, for damage, for money owed or compensation and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

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

The landlords seek a monetary claim of \$2,771.25 which consists of:

\$387.67	Compensation for Unpaid Rent
\$100.00	June 2020
\$325.00	November 2020
\$13.00	December 2020
\$2,025.17	Compensation for Damage
\$300.00	Cleaning
\$110.00	Patio Rental
\$957.67	Purchases & Replacements
\$657.50	Labour
\$258.41	Compensation for Loss

	\$138.83	Locksmith
	\$119.58	Water Bill
\$100.00		Filing Fee

The landlords claim that the tenants vacated the rental unit and failed to pay the water bill totalling \$119.58. The landlords stated that the water bill is in the name of the tenant and that the tenants were responsible for paying 50% of the total water bill for the rental property, with the remaining 50% to be paid by the other tenants. The landlords stated that after vacating the rental unit the tenants still failed to pay the water bill. The landlord stated as a result the water bill was added to the property taxes for the landlord to pay. The landlords submitted copies of the water bill for October, November and December and a "summary of water bill owed" document which shows the details of the claim.

The landlords also seeks compensation of \$138.83 for the cost of a locksmith. The landlords stated that the tenants failed to return all of the keys to the three access doors requiring the landlord an expense of re-keying them.

The landlords seek \$387.67 for unpaid rental arrears. The landlords provided a spreadsheet detailing the unpaid rental arrears which is for unpaid rent of \$100.00 for June 2020; \$325.00 for November 2020; and \$13.00 for December 2020. The landlords also noted the overpayments by the tenants of \$46.33 for July; \$1.50 for August; \$0.50 for September; and \$2.00 for October. The landlords stated that the owed rent in conjunction with the overpayments total \$387.67 in unpaid rent.

The landlords seek \$410.00 for cleaning based on an estimate received by a local cleaning company. The landlords stated that the cleaning was performed by the landlords over 12 hours at \$35.00 per hour.

The landlords seek \$957.60 for purchases and replacements of approximately 15 items which are:

\$81.21	Quote for repairing window screens
\$306.72	Quote for repairing broken bathroom window
\$50.00	Estimated cost for replacing 2 living room window curtain panels
\$14.99	Replacement of living room light fixture
\$90.00	Replacement of missing kitchen window curtain panels (2)
\$7.99	Replaced burntout bathroom lightbulb

\$44.99	Replaced damaged bathroom door knob
\$11.97	Replaced damaged bathroom window curtain rod
\$7.99	Replaced missing curtain rod hooks
\$36.98	Replaced missing shower curtains
\$11.88	Replaced missing master bedroom small window covering
\$39.94	Replaced missing mater bedroom large window coverings (2)
\$11.97	Replaced missing bedroom 3 window curtain rod

The landlord also provided the calculation for $\$508.70 \times 1.12(\text{taxes}) = \$569.74 + \$306.72 + \$81.21 = \$957.67$.

In support of these claims the landlord has submitted photographs of before and after the rental began with the listed items; receipts; quotes; the completed condition inspection report for the move-in and move-out signed by both parties. The landlord noted the completed end of tenancy section "Z" which was agreed to by the tenant, R.M. and signed by him.

The landlords also seek compensation of \$657.50 for the landlords own labor/time in repairing and replacing all of the necessary items listed above. The landlord stated that this included "consummables" needed to complete each job such as mud; tape, screws, etc. The landlord, C.N. stated that the labour claim is based upon handyman prices for:

\$40.00	replace living room light fixture
\$55.00	repair/patch/sand/paint living room wall damaged by tenant
\$55.00	repair wall from removed large coat rack
\$55.00	repair bathroom wall poorly repaired by the tenants
\$55.00	replaced bathroom damaged bathroom door handle; and paint
\$55.00	repair/patch/sand/ paint damaged master bedroom walls
\$55.00	repair/patch/paint bedroom wall due to tv wall mount
\$27.50	repair damaged bedroom closet doors removed by tenants
\$55.00	repair damaged bedroom walls/ reinstall window curtain rod

In support of these claims the landlords have submitted photographs of the before and after the tenancy began; receipts; the completed condition inspection report for the move-in and move-out.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In this claim I accept the undisputed affirmed evidence of the landlords that the tenants vacated the rental unit leaving it damaged requiring repairs; with missing items needing replacement; dirty requiring cleaning; and unpaid utilities (water) and unpaid rent as filed.

The landlords submitted numerous photographs of the condition of the rental unit before the tenancy began and after the tenancy ended. The landlord provided receipts and quotes for the damaged and repaired items as well as the completed condition inspection report for the move-in and move-out signed by both parties. On this basis, I find that the landlords have provided sufficient evidence to satisfy me of their monetary claim of \$2,671.25.

The landlords having been successful are also entitled to recovery of their \$100.00 filing fee. In offsetting this claim, I authorize the landlords to retain the \$675.00 security deposit and the \$675.00 pet damage deposit in partial satisfaction of this claim. This leaves a balance owing of \$1,421.25.

Conclusion

The landlords are granted a monetary order for \$1,421.25.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the 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: October 4, 2021

Residential Tenancy Branch