



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA,
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the landlord entitled to a monetary award for damage or losses arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's agent gave the following testimony. The tenancy began on July 1, 2018 and ended on June 30, 2021. The monthly rent of \$1800.00 was due on the first of each month. The tenants paid a security deposit of \$902.50 that the landlord still holds. The agent testified that written move in and move out condition inspection reports were conducted with both parties present. The agent testified that this was a brand-new unit in a brand-new building when the tenant moved in. The agent testified that the tenant left the unit dirty which required 10 hours of cleaning at \$50.00 per hour for a total of \$500.00. The agent testified that all tenants are advised of the cost of hourly cleaning in advance of their move out date if the unit isn't sufficiently cleaned.

The agent testified that the tenants damaged two blinds in the unit that could not be repaired and cost \$420.00 to replace. The agent testified that the tenants damaged a glass stovetop so badly that it was replaced. The agent testified that it was so badly damaged that it needed replacement due to the poor aesthetic look. The agent testified that the owner replaced the entire stove but is only seeking the cost to replace the cooktop. The owner spent \$792.41 for the new stove but only seeks \$300.00, the amount of a new glass cooktop. The agent also seeks the recovery of the filing fee for a total claim of \$1320.00.

The tenants gave the following testimony. HT testified that the building and unit was brand new when he moved in but had a lot of construction dust in it. HT testified that he is opposed to the landlord's entire claim. HT testified that the stove was still functional and that it was just wear and tear on the glass cooktop. HT testified that the blinds have creases in them because their aluminum and is also just wear and tear. HT testified that 10 hours of cleaning at \$50.00 is excessive. HT testified that he couldn't clean some

areas of the suite that he couldn't reach. JK testified that the unit was "virtually okay" and "pretty clean".

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

Cleaning

The landlord has provided sufficient evidence to show that the unit was not left in a reasonably clean condition at the end of the tenancy. However, I do not find that the scope of work, based on the evidence submitted would require 10 hours to complete. I find that the appropriate amount is 5 hours. In addition, I accept the amount charged by the cleaner for \$50.00 per hour as reasonable and further find that the tenants were advised of this cost in advance if they didn't clean the unit. As a result, I find that the landlord is entitled to 5 hours of cleaning at \$50.00 per hour for an award of \$250.00.

Stove

The landlord provided sufficient evidence to show that the damage to the glass stovetop far exceeds normal wear and tear. I do not accept the tenant's submission that it was "just regular wear and tear". The actual cost to replace the entire stove was \$792.41, however, the landlord only seeks \$300.00; the cost if they were to replace the stovetop only. I find that the landlords request is reasonable and appropriate under the circumstances, accordingly; I grant the landlord \$300.00.

Blinds

The landlord provided sufficient evidence to show that the damage to the blinds were beyond reasonable wear and tear. I do not accept the tenant's submission that the blinds were creased because their aluminum. The landlord submitted a receipt that the cost to replace the blinds was \$420.00. At the time when the tenants moved out, the blinds were three years old. Residential Tenancy Policy Guideline 40 addresses the useful life of building elements and lists blinds as having a 10-year useful life. Applying that guideline, I find that the useful life of the blinds was at 7 years at the end of the tenancy and therefore the landlord is entitled to 70% of the \$420.00 cost = \$294.00.

The landlord is entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$944.00. I order that the landlord retain the \$902.50 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$41.50. This order may be filed in the Small Claims 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: January 27, 2022

Residential Tenancy Branch