



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a Monetary Order for damage or compensation, pursuant to section 67;
- a Monetary Order for damage, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenants 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 address for service of this decision and order.

The landlord testified that each tenant was individually served with a copy of this application for dispute resolution and evidence via registered mail on July 14, 2021. Registered mail receipts for all three tenants were entered into evidence. I find that the tenants were served with the landlord's application for dispute resolution and evidence

in accordance with sections 88 and 89 of the *Act*. I find that the tenants were deemed served with the above documents on July 19, 2021, five days after their mailing, in accordance with section 90 of the *Act*.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for damage or compensation, pursuant to section 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to retain the tenants' security deposit, pursuant to section 38 of the *Act*?
4. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 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 on June 1, 2020 and ended on May 31, 2021. Monthly rent in the amount of \$1,800.00 was payable on the first day of each month. A security deposit of \$900.00 was paid by the tenants to the landlord. A signed tenancy agreement and addendum were entered into evidence.

The landlord testified that one month before the end of this fixed term tenancy, the tenants provided the required one month's notice to end the tenancy at the end of the fixed term.

The landlord testified that he completed a move in condition inspection report with the tenants on May 30, 2020. The move in condition inspection report signed by both parties was entered into evidence. The landlord testified that he arranged to complete a move out condition inspection with the tenants on May 31, 2021 but they did not attend.

The landlord testified that the tenants later agreed to attend on June 2, 2021 to complete the move out condition inspection and inspection report. The move in condition inspection report states that the entire property is in good condition and that no repairs are required. The move in condition inspection report states that the tenants agree with the contents of the report. The signed move out condition inspection report was entered into evidence. The move out condition inspection report states that most areas in the subject rental property are either dirty, damaged, or stained. The move out condition inspection report states that the tenants do not agree with the contents of the report.

The tenants provided their forwarding address on the move out condition inspection report completed on June 2, 2021. The landlord filed this application for authorization to retain the tenants' security deposit on June 16, 2021, 14 days after receipt of the tenants' forwarding address.

The landlord testified that the subject rental property was in excellent and clean condition at the start of this tenancy and was dirty and damaged at the end of this tenancy. The landlord testified that the tenants caused damage to the subject rental property which required the following repairs:

Item	Amount
Cleaning	\$500.00 plus 5% GST
Repair closet door	\$100.00 plus 5% GST
Replace closet door	\$195.00 plus 5% GST
Repair curtain rod and tissue holder	\$100.00 plus 5% GST
Replace broken curtain rod	\$100.00 plus 5% GST
Repair cabinet	\$125.00 plus 5% GST
Repair countertop	\$100.00 plus 5% GST
Repair outlet	\$25.00 plus 5% GST
Repair drywall and baseboards	\$100.00 plus 5% GST
Re-caulk two bathtubs and two toilets	\$150.00 plus 5% GST
Repair flooring	\$50.00 plus 5% GST
Paint	\$2,415.00
Lawn maintenance	\$236.25
Garbage removal	\$168.00
Loss of rental income	\$1,800.00

Cleaning

The landlord testified that the subject rental property was clean on move in and a disaster on move out. The landlord testified that he sought several quotes for cleaning which ranged from \$500.00 to \$700.00. The landlord testified that the cheapest quote was from the restoration company he hired to do the repairs. The landlord testified that he sought quotes from several different restoration/repair businesses and chose the cheapest one.

The move in condition inspection report states that the entire property was in good condition on move in. The move out condition inspection report states that every room in the subject rental property is dirty. The landlord entered into evidence over 150 photographs taken on May 30, 2020, the day of the move in condition inspection, which show that the subject rental property was clean on move in. The landlord entered into evidence over 250 photographs of the subject rental property taken after the tenants moved out which show that every room is filthy.

A receipt for cleaning in the amount of \$500.00 plus 5% GST totalling \$525.00 was entered into evidence.

Repair/replace closet doors

The landlord testified that the tenants damaged the closet door in bedroom one and this required repair. The landlord entered into evidence photographs showing the closet door was undamaged at the start of this tenancy and photographs showing that it was damaged at the end of this tenancy.

A receipt for the above repair in the amount of \$100.00 plus 5% GST totalling \$105.00 was entered into evidence.

The landlord testified that the tenants broke the glass on the closet door in bedroom two and this could not be repaired and had to be replaced. The landlord testified that the closet door was approximately 8 years old. The landlord entered into evidence photographs showing the closet door was in good condition at the start of this tenancy and broken at the end of this tenancy.

A receipt for the above replacement in the amount of \$195.00 plus 5% GST totalling \$204.75 was entered into evidence.

The move in condition inspection report states that the closet doors are in good condition at the start of this tenancy. The move out condition inspection report states that two closet doors are broken.

Repair/replace curtain rod, repair tissue holder

The landlord testified that the tenants damaged the curtain rod and tissue holder in bathroom one and that these items required repair. The landlord entered into evidence photographs showing the bathroom was undamaged at the start of this tenancy and photographs showing that the curtain rod and tissue holder were damaged at the end of this tenancy.

A receipt for the above repair in the amount of \$100.00 plus 5% GST totalling \$105.00 was entered into evidence.

The landlord testified that the tenants damaged the curtain rod in bathroom 2 and this could not be repaired and had to be replaced. The landlord entered into evidence photographs showing the bathroom was undamaged at the start of this tenancy and photographs showing that the curtain rod was damaged at the end of this tenancy. The landlord testified that the curtain rod was approximately two years old at the end of this tenancy.

A receipt for the above replacement in the amount of \$100.00 plus 5% GST totalling \$105.00 was entered into evidence.

The move in condition inspection report states that all parts of the bathrooms are in good condition at the start of this tenancy. The move out condition inspection report states that the curtain rod and toilet holder are damaged.

Repair cabinet

The landlord testified that the tenants damaged a drawer in the kitchen cabinet and the drawer required replacement. The landlord entered into evidence photographs of the

kitchen at the start of the tenancy in which the drawer is in good condition. The landlord entered into evidence photographs and videos of the drawer at the end of the tenancy and it is damaged.

The move in condition inspection report states that the kitchen cabinets are in good condition. The move out condition inspection report states that a drawer is damaged.

A receipt for the above replacement in the amount of \$125.00 plus 5% GST totalling \$131.25 was entered into evidence.

Repair countertop

The landlord testified that the tenants damaged a countertop in the kitchen which required repair. The landlord entered into evidence photographs of the kitchen at the start of the tenancy in which the countertop is in good condition. The landlord entered into evidence photographs of the countertop at the end of the tenancy and it is damaged.

The move in condition inspection report states that the countertop is in good condition. The move out condition inspection report states that the countertop is dirty at the end of this tenancy.

A receipt for the above repair in the amount of \$100.00 plus 5% GST totalling \$105.00 was entered into evidence.

Repair outlet

The landlord testified that the tenants damaged an outlet which required repair. The landlord entered into evidence photographs of the subject rental property at the start of the tenancy in which no damaged outlets can be seen. The landlord entered into evidence photographs of the damaged outlet at the end of the tenancy.

The move in condition inspection report states that the entire subject rental property is in good condition. The move out condition inspection report does not note damage to an outlet.

A receipt for the above repair in the amount of \$25.00 plus 5% GST totalling \$26.25 was entered into evidence.

Repair drywall and baseboards

The landlord testified that the tenants damaged the drywall and baseboards in one of the bathrooms. The landlord testified that sections of drywall and baseboards had to be cut out and repaired. The landlord entered into evidence photographs of the subject rental property at the start of the tenancy in which no drywall or baseboard damage in the bathrooms can be seen. The landlord entered into evidence photographs of the damaged drywall and baseboards at the end of this tenancy

The move in condition inspection report states that the bathrooms are in good condition. The move out condition inspection report states that the bathrooms are dirty but does not specifically mention the drywall and baseboards.

A receipt for the above repair in the amount of \$100.00 plus 5% GST totalling \$105.00 was entered into evidence.

Re-caulk two bathtubs and toilets

The landlord testified that the tenants damaged the caulking around the bathtubs and toilets by failing to clean them and allowing grime to accumulate. The landlord testified that he tried to clean the caulking, but it would not come clean and needed to be re-caulked. The landlord testified that the toilets and bathtubs were caulked one month before the tenants moved in. The landlord entered into evidence photographs of the bathtubs and toilets at the start of the tenancy in which the caulking looks to be in good condition and is clean and white. The landlord entered into evidence photographs of the bathtubs and toilets at the end of the tenancy in which the caulking is covered in black growth. The bathrooms appear filthy.

The move in condition inspection report states that the bathrooms are in good condition. The move out condition inspection report states that the bathrooms are dirty but does not specifically mention the caulking.

A receipt for the above re-caulking in the amount of \$150.00 plus 5% GST totalling \$157.50.00 was entered into evidence.

Repair flooring

The landlord testified that the tenants scratched the laminate flooring in the living room. The landlord entered into evidence photographs of the subject rental property at the start of the tenancy in which no damage to the floors can be seen. The landlord entered into evidence photographs of the damaged laminate flooring at the end of the tenancy.

The move in condition inspection report states that the floors are in good condition and are two years old. The move out condition inspection report states that the floor in the living room is dirty.

A receipt for the above repair in the amount of \$50.00 plus 5% GST totalling \$52.05 was entered into evidence.

Paint

The landlord testified that the subject rental property was last painted one month before the tenants moved in. The landlord testified that the subject rental property required repainting after the tenants moved out because the tenants left the walls stained and dirty. The landlord entered into evidence photographs of the subject rental property at the start of this tenancy in which the walls look clean and in good condition. The landlord entered into evidence photographs of the subject rental property at the end of this tenancy that show that the walls are filthy and stained.

The move in condition inspection report states that the walls are in good condition and are newly painted. The move out condition inspection report states that the walls are dirty, scratched and stained.

A receipt for painting in the amount of \$2,415.00 was entered into evidence.

Lawn maintenance

The landlord testified that the tenant was responsible for 50% of the cost of maintaining the lawn, and the tenants in the suite above the subject rental property were responsible for the other 50%. The landlord entered into evidence an addendum to the tenancy agreement signed by the tenants which states at section 22:

The tenant agrees to pay %50 for maintaining and cleaning lawn.

The landlord testified that the company hired to cut the grass collected 50% of the fee from the tenants in the upper suite, but the tenants refused to pay their share. The landlord testified that the company charged the tenants an additional late fee of \$10.00 each time the grass was cut because they did not pay on time.

The landlord entered into evidence an invoice from the lawn maintenance company. The landlord testified that the invoice shows the entire sum due but does not reflect the 50% payments in the amount of \$42.00 per grass cutting (\$40 plus 5% gst), made by the upstairs tenants. The invoice states:

Description	Amount
Cutting grass June 2/2020: \$80 plus \$10 late fee	\$90.00
Cutting grass July 5/2020: \$80 plus \$10 late fee	\$90.00
Cutting grass Aug 7/2020: \$80 plus \$10 late fee	\$90.00
Cutting grass Sept 1/2020: \$80 plus \$10 late fee	\$90.00
Cutting grass Oct 15/2020: \$80 plus \$10 late fee	\$90.00
GST 5%	\$22.50
Total	\$472.50

Garbage disposal

The landlord testified that the tenants left garbage and an old couch at the subject rental property and that it cost \$168.00 for the garbage to be removed. The landlord entered into evidence photographs of the garbage left at the subject rental property. The landlord entered into evidence a receipt for the garbage removal in the amount of \$168.00.

The landlord testified that the company hired to remove the garbage initially quoted a

higher price but he negotiated them down to a lower price.

Loss of rental income

The landlord testified that due to the condition the tenants left the subject rental property the landlord was not able to rent the property for June of 2021. The landlord testified that the repairs were completed as soon as possible and were finished by June 15, 2021. The landlord entered into evidence several advertisements posted in June of 2021. The landlord testified that he is seeking \$1,800.00 in lost rental income for the month of June 2021.

Analysis

Damages

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.

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.

Condition Inspection Reports

Section 21 of the Residential Tenancy Act Regulation states:

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

As both parties signed the move in condition inspection report and agreed with its contents, I find that it represents an accurate representation of the condition of the subject rental property on move in.

The move out condition inspection report states that the tenants do not agree with the contents of the report. As the contents of this report were not agreed upon, I place significantly more weight on the landlord's photographic and video evidence to prove the move out condition of the subject rental property, than the move out condition inspection report itself.

I find on a balance of probabilities, that where the move out condition inspection report does not describe damages seen in the photographs, the photographs constitute a preponderance of evidence to the existence of the damages.

Useful life of building elements

Residential Tenancy Guide #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.

The purpose of taking into account the useful life of building elements is to ensure that the landlord is not unjustly enriched by being awarded the cost of a new item when the item being replaced had minimal useful life left and would otherwise have soon needed replacement. Items that are being repaired and not replaced are not subject to a useful life calculation because the repair would not increase the useful life of the repaired element whereas a replacement would in most cases.

Cleaning

Based on the photographs entered into evidence by the landlord and the move in and out condition inspection report, I find that the tenants left the subject rental property extremely dirty; thereby breaching section 37(2)(a) of the *Act*. I find this breach caused a quantifiable loss in the amount of \$525.00 as proved by the receipt entered into evidence. I find that the landlord mitigated his damages by choosing the cheapest cleaning option. Pursuant to section 67 of the *Act*, I award the landlord **\$525.00** for cleaning.

Repair/replace closet doors

Based on the landlord's undisputed testimony, the photographs entered into evidence and the move in and out condition inspection reports, I find that the tenants damaged the closets in both bedrooms, contrary to section 37(2)(a) of the *Act*. I accept the landlord's undisputed testimony that only one of the closet doors could be repaired and that the other required replacement.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$105.00 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repairs and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$105.00** for repairing the closet door.

The landlord testified that the closet door that was replaced was approximately 8 years (96) months old, I accept this undisputed testimony. Policy Guideline #40 states that the useful life for doors is twenty years (240 months). Therefore, at the time the tenants moved out, there was approximately 144 months of useful life that should have been left for the closet door of this unit. I find that since a new closet door was required after only 96 months, the tenants are required to pay according to the following calculations:

$\$204.75 \text{ (cost of new closet door)} / 240 \text{ months (useful life of door)} = \0.85
(monthly cost)

$\$0.85 \text{ (monthly cost)} * 144 \text{ months (expected useful life of door after tenants moved out)} = \mathbf{\$122.40}$

Repair/replace curtain rod, repair tissue holder

Based on the landlord's undisputed testimony, the photographs entered into evidence and the move in and out condition inspection reports, I find that the tenants damaged the curtain rods in both bathrooms and the tissue holder in one of the bathrooms,

contrary to section 37(2)(a) of the *Act*. I accept the landlord's undisputed testimony that only one of the curtain rods could be repaired and that the other required replacement.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$105.00 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repairs and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$105.00** for repairing the curtain rod and tissue holder.

The landlord testified that the curtain rod that had to be replaced was approximately two years (24 months) old, I accept this undisputed testimony. Policy Guideline #40 does not contain a useful life for a curtain rod. Policy Guideline #40 states that the useful life of tubs is 20 years (240 months), I find that the tub and curtain rod share the characteristic of being used together. I will use the useful life of a bathtub for the useful life of a curtain rod. Therefore, at the time the tenants moved out, there was approximately 216 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 24 months, the tenants are required to pay according to the following calculations:

$$\text{\$105.00 (cost of new curtain rod) / 240 months (useful life of curtain rod) = \$0.44 (monthly cost)}$$

$$\text{\$0.44 (monthly cost) * 216 months (expected useful life of curtain rod after tenants moved out) = \$95.04}$$

Repair cabinet

Based on the landlord's undisputed testimony, the photographs entered into evidence and the move in and out condition inspection reports, I find that the tenants damaged a drawer in the kitchen, contrary to section 37(2)(a) of the *Act*.

While the entire drawer was replaced, I find that the landlord will not receive any benefit from the added useful life of the drawer because it is not a stand-alone item and will have to be replaced when the useful life of the cabinets and drawers around it are up. I therefore decline to complete a useful life calculation. I find that the landlord has proved that a loss from the damage to the drawer in the amount of \$131.25 was caused by the tenants' breach of the *Act* which is evidenced by the receipt for same. I accept the

landlord's undisputed testimony that he sought more than one estimate for the repair and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$131.25** for replacing the drawer.

Repair countertop

Based on the landlord's undisputed testimony and the photographs entered into evidence, I find that the tenants damaged the countertop in the kitchen, contrary to section 37(2)(a) of the *Act*.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$105.00 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repair and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$105.00** for repairing the countertop.

Repair outlet

Based on the landlord's undisputed testimony and the photographs entered into evidence, I find that the tenants damaged an outlet, contrary to section 37(2)(a) of the *Act*.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$26.25 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repairs and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$26.25** for repairing the outlet.

Repair drywall and baseboards

Based on the landlord's undisputed testimony and the photographs entered into evidence, I find that the tenants damaged the drywall and baseboards in one of the bathrooms, contrary to section 37(2)(a) of the *Act*.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$105.00 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repairs and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$105.00** for repairing the drywall and baseboards.

Re-caulk two bathtubs and toilets

Based on the landlord's undisputed testimony, the photographs entered into evidence and the move in and out condition inspection reports, I find that the tenants damaged the caulking around the bathtubs and toilets by failing to clean those areas at reasonable intervals, contrary to section 37(2)(a) of the *Act*. I accept the landlord's undisputed testimony that he sought more than one estimate for the repairs and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages.

The landlord testified that the toilets and bathtubs were caulked approximately one month before the tenants moved in, I accept this undisputed testimony. Policy Guideline #40 states that the useful life for sealer is five years (60 months), at the time the tenants moved out, there was approximately 47 months of useful life that should have been left for the caulking of the bathtubs and toilets. I find that since a new closet door was required after only 13 months, the tenants are required to pay according to the following calculations:

$\$157.50 \text{ (cost of re-caulking)} / 60 \text{ months (useful life of sealer)} = \$2.63 \text{ (monthly cost)}$

$\$2.63 \text{ (monthly cost)} * 47 \text{ months (expected useful life of caulking after tenants moved out)} = \mathbf{\$123.61}$

Repair flooring

Based on the landlord's undisputed testimony and the photographs entered into evidence, I find that the tenants damaged the flooring, contrary to section 37(2)(a) of the *Act*.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$52.05 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he sought more than one estimate for the repair and chose the cheapest option. I find that the above action shows that the landlord mitigated his damages. Pursuant to section 67 of the *Act*, I award the landlord **\$52.05** for repairing the flooring.

Paint

Based on the landlord's undisputed testimony, the photographs entered into evidence and the move in and out condition inspection reports, I find that the tenants left the walls very dirty and stained and that the walls required painting. I find that the tenants breached section 37(2)(a) of the *Act* by leaving the walls in the above-described condition.

I accept the landlord's undisputed testimony that the subject rental property was painted one month before the tenants moved in. Policy Guideline #40 states that the useful life for interior painting is four years (48 months). Therefore, at the time the tenants moved out, there was approximately 35 months of useful life that should have been left for the interior paint of this unit. I find that since the unit required repainting after only 13 months, the tenants are required to pay according to the following calculations:

$\$2,415.00 \text{ (cost of painting)} / 48 \text{ months (useful life of paint)} = \$50.31 \text{ (monthly cost)}$

$\$50.31 \text{ (monthly cost)} * 35 \text{ months (expected useful life of paint after tenant moved out)} = \mathbf{\$1,760.85}$

Lawn maintenance

Based on the addendum signed by the tenants and entered into evidence, I find that the tenants were required to pay 50% of the cost of maintaining the lawn. I accept the landlord's testimony that the tenant's failed to do so and this failure resulted in late

charges. I find that the tenants' breach of the tenancy agreement addendum caused the landlord to suffer a quantifiable loss as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that the tenants of the upstairs unit paid 50% of each grass cutting charge in the amount of \$42.00.

Based on the landlord's undisputed testimony I find that the upstairs tenants made five payment of \$42.00 each totalling \$210.00 to the landscaping company. Therefore, I find that the tenants are responsible for the total landscaping bill in the amount of \$472.50 less the \$210.00 paid by the upstairs tenants. I find that no mitigation issues are present. Pursuant to section 67 of the *Act*, I award the landlord **\$262.50** for lawncare costs.

Garbage disposal

Based on the landlord's undisputed testimony and the photographs entered into evidence, I find that the tenants left garbage and an old couch at the subject rental property, contrary to section 37(2)(a) of the *Act*.

I find that the above breach caused a quantifiable loss to the landlord in the amount of \$168.00 as proved by the receipt entered into evidence. I accept the landlord's undisputed testimony that he negotiated the price down from the initial quote. I find that the landlord mitigated his damages by securing a lower price that initially offered. Pursuant to section 67 of the *Act*, I award the landlord **\$168.00** for repairing the flooring.

Loss of rental income

Residential Tenancy Branch Policy Guideline #3 states:

When a tenant vacates a rental unit or manufactured home site, they must leave it reasonably clean and undamaged except for reasonable wear and tear (section 37 of the RTA and section 30 of the MHPTA). If a tenant does not comply with this requirement and the premises are un-rentable because of this, then in addition to compensation for the damage to the property or for cleaning, the

landlord can also seek compensation for loss of rent. The landlord is required to mitigate this loss by completing the cleaning or repairs in a timely manner.

In accordance with my findings on the tenants' substantial breaches of section 37 of the *Act*, I find that the tenants left the subject rental property in an unrentable condition. I find that the landlord lost rental income in the amount of \$1,800.00 for the month of June 2021. I find that the landlord mitigated his damages by completing the cleaning and repairs quickly and that the rate was reasonable. I find, on a balance of probabilities, that the delay in being able to rent the subject rental property, caused the landlord to be unable to find new tenants for June 2021. Pursuant to section 67 of the *Act* and Residential Tenancy Branch Policy Guideline #3, I award the landlord **\$1,800.00** for loss of rental income.

Security deposit and filing fee

Section 38(1) of the *Act* states that within 15 days after the later of:

- (a) the date the tenancy ends, and
 - (b) the date the landlord receives the tenant's forwarding address in writing,
- the landlord must do one of the following:
- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
 - (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find that the landlord made an application for dispute resolution claiming against the security deposit pursuant to section 38(1)(a) and 38(1)(b) of the *Act* because the application was made 14 days after the landlord's receipt of the tenants' forwarding address.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the landlord is entitled to retain the tenants' entire security deposit in the amount of \$900.00 to be set off against damages the tenants' have been ordered to pay.

As the landlord was successful in this application for dispute resolution, I find that the

landlord is entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

Conclusion

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

Item	Amount
Cleaning	\$525.00
Repair closet door	\$105.00
Replace closet door	\$122.40
Repair curtain rod and tissue holder	\$105.00
Replace broken curtain rod	\$95.04
Repair cabinet	\$131.25
Repair countertop	\$105.00
Repair outlet	\$26.25
Repair drywall and baseboards	\$105.00
Re-caulk two bathtubs and toilets	\$123.61
Repair flooring	\$52.05
Paint	\$1,760.85
Lawn maintenance	\$262.50
Garbage removal	\$168.00
Loss of rental income	\$1,800.00
Filing fee	\$100.00
Less security deposit	-\$900.00
Total	\$4,686.95

The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants 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: January 12, 2022

Residential Tenancy Branch