



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing. All parties confirmed under affirmation they were not recording this hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on August 3, 2020. Rent in the amount of \$1,700.00 was payable on the first of each month. The tenant paid a security deposit

of \$850.00 and a pet damage deposit of \$300.00 was not paid. The tenancy ended on June 30, 2021.

The parties agreed a move-in and move-out condition inspection report was not completed as required by the Act.

The landlord claims as follows:

a.	Damages to the rental unit	\$3,084.33
b.	Unpaid utilities	\$ 600.00
c.	Filing fee	\$ 100.00
	Total claimed	\$3,784.33

The landlord testified that they are seeking compensation for the cost of labour for installing floors throughout the rental unit as they were damaged by pet urine.

The landlord testified that the tenant worked extremely long hours and would leave their dog in the rental unit, and the dog would urinate and defecate in the rental unit, which caused damage to the floors. The landlord stated that the floors were new when the tenant moved into the premises. The landlord seeks to recover the cost of the flooring and installation in the amount of \$3,084.33.

The landlord testified that during the tenancy the tenant asked if they could install a washer and dryer. As the tenant worked two jobs to provide for their family and they would have to go off the premises to do laundry. The landlord stated that they agreed to this solely for the benefit of the tenant and the tenant agreed that they would pay \$200.00 a month extra to cover the cost of the extra utilities in February 2021. The landlord stated that the tenant made one payment in June 2021, which was applied to what was owed for February.

The landlord submits in their application that they are lowering the amount to \$150.00 for the four months that the tenant failed to pay the additional costs. The landlord seeks to recover the amount of \$600.00.

File in evidence is a text messages that reads,

“I was just wondering if you had thoughts about what we talk to last time I really like where we live but not trying to ask for to much I just need laundry I work 7 days a week is just hard for me to go to the laundry mat I have to take a day off if

I do and my kids like it there like I said I can help with the cost and am willing to buy the machines I have a plumber that..."

[Reproduced as written]

The tenant testified that their dog did not cause damage to the floors. The tenant stated there was damage to the floors when they moved into the premises.

The tenant testified that they would take Sundays off work to go to the laundry mat and do laundry for their family. The tenant stated that they did ask the landlord if they install a washer and dryer as it was very difficult for them to spend their only day off at the laundry mat. The tenant stated they only agreed to pay for a plumber and electrician, which the landlord did on their own. They did not agree to pay the landlord any money for extra utilities they would consume by adding these appliances. The tenant stated they only paid the landlord the \$200.00 because they were being harassed for the money.

The witness EC testified that they were in the rental unit at the start of the tenancy and the floors were not new as there was chipping, and the rental unit was dirty. EC stated that the bathroom was in horrible condition as there was water leak, and wood rotting at the base of the shower, which was never repaired properly by the landlord.

The landlord argued that the tenant did agree to pay \$200.00 after they had a telephone conversation regarding the installation of a washer and dryer.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

The evidence of the landlord was that the floor was new when the tenant moved into the premises and was damaged from pet urine. The tenant denied that their pet caused any damage to the floor. The tenant stated that the floors were not new when they moved in.

In this case, the landlord did not do a move-in or a move-out condition inspection report, which would be evidence of the condition of the rental unit at the start of the tenancy and end of the tenancy. The landlord did not provide any photographs of the floors prior to the tenant moving into the premises, nor any documentary evidence to support the flooring was new when the tenant moved in such as a receipt for flooring and labour.

While I accept the floors appear to be damaged in some areas; however, I cannot determine how this was caused, this could be from poor installation, wear and tear or from a water leak. Therefore, I find the landlord has failed to provide sufficient evidence to support the damage was caused by the tenant. Therefore, I dismiss this portion of the landlord's claim.

In this case, I accept the evidence of the landlord over the tenants as the tenant agreed that they would help with the cost if they were allowed to install their own washer and dryer. I find it would make no sense for the landlord to allow such appliances to be installed as this would increase the landlord utilities bills, which the use of a washing machine and dryer were not included in the negotiated rent at the start of the tenancy.

Further, the tenant no longer had to travel to a laundry mat or take the day off of work or pay for use of the laundry mat machines. These were all at the cost of the tenant, which I find the cost of travel, loss of work and cost of those services would likely be greater than the amount the landlord was seeking.

I find it more likely than not that the tenant agreed to pay the landlord an additional \$200.00 per month. The tenant made one payment of \$200.00 during the 5 month period which the total value remaining would be \$800.00. However, the landlord reduced that to \$600.00, which I find was reasonable. Therefore, I find the landlord is entitled to recover the amount of **\$600.00**.

I find that the landlord has established a total monetary claim of **\$700.00** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain from the security deposit of **\$850.00** the above amount of \$700.00, in full satisfaction of this award. I order the landlord to return the balance due of \$150.00 to the tenant forthwith. Should the landlord fail to return the above amount to the tenant, I grant the tenant a monetary in the amount of \$150.00. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlord is cautioned** that costs of such enforcement are recoverable from the landlord.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim. I grant the tenant a formal order for the balance due of their security deposit.

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: February 17, 2022

Residential Tenancy Branch