



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## 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. The tenant acknowledged the evidence submitted by the landlord;+ the tenant did not submit any documentation for this hearing. Both parties 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 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 testimony is as follows. The tenancy began on June 1, 2020 and ended on December 23, 2021. The monthly rent of \$1750.00 was due on the first of each month. The tenants paid a security deposit of \$875.00 which the landlord still holds. Written condition inspection reports were conducted at move in and move out with both parties participating. The landlord testified that the tenant left the suite dirty at move out with some small miscellaneous damages. The landlord testified that to control the costs, he has done much of the labour himself and asks for a rate of \$30.00 per hour.

The landlord testified that he is seeking \$960.00 in labour costs for cleaning the floors, drywall patching and repairs, repainting, cleaning mold from the washing machine, repair the soffit, repair a loose shower head and to replace a glass cooktop. The landlord is seeking the costs to replace the damaged glass cooktop along with some compensation for multiple dents to the fridge. The landlord testified that the damage is far beyond wear and tear.

The landlord is applying for the following:

1.	Glass Cooktop	\$410.67
2.	Labour to replace glass cooktop	240.00
3.	Dents in Fridge	50.00
4.	Labour for cleaning and repairs	960.00
5.	Filing fee	100.00
6.		

7.		
8.		
9.		
10.		
	Total	<b>\$1760.67</b>

The tenant gave the following testimony. The tenant testified that he “probably accidentally hit the fridge with a pot” and doesn’t have a problem with that portion with the landlords’ claim. The tenant disputes the remainder of the claim. The tenant testified that he hired cleaners that cleaned the unit very well in his opinion. The tenant testified that all the items the landlord claimed as damage fall within reasonable wear and tear.

### 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.

### Cooktop and labour

Firstly, I address the landlords claim for the glass cooktop. The landlord provided an alternate option of replacing the entire stove at a price of \$899.00, however, he did not incur that cost and therefore not applicable in these circumstances. However, I am satisfied from the evidence before me that the landlord is entitled to the \$410.67 cost of the cooktop and the \$240.00 in labour to install and repair the housing for an award \$650.67.

### Fridge compensation

The tenant advised that he did not have an issue with the landlords claim for \$50.00 as compensation, accordingly I grant the landlord \$50.00.

Labour costs for cleaning and repairs

The landlord requests \$960.00 for various repairs and cleaning. The tenant submits that the landlord should not be awarded any of this claim as all of it falls under reasonable wear and tear. Based on the documentation before me and considering the testimony of the parties, I find that the landlord has provided sufficient evidence to show that the tenants actions or inactions caused him to make some repairs and cleaning. However, the landlord has not provided sufficient evidence to show that the scope of work is equivalent to \$960.00 of labour. I do find, based on the evidence before me, that the appropriate amount for the landlords' labour is 10 hours x \$30.00 per hour for an award of \$300.00.

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

Conclusion

The landlord has established a claim for \$1100.67. I order that the landlord retain the \$875.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$225.67. 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: February 08, 2022

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Residential Tenancy Branch