



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened in response to an application made October 8, 2021 by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms receipt of the Landlord's evidence. The Parties each confirm that they are not using recording devices for the hearing.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed or undisputed evidence: the tenancy started on May 16, 2020 and ended on September 30, 2021. Rent of \$2,600.00 was payable during the tenancy on the first day of each month. At the outset of the tenancy the Landlord collected \$1,300.00 as a security deposit and \$1,300.00 as a pet deposit. The Tenant provided their forwarding address on September 28, 2021. The Parties mutually conducted both a move-in and move-out inspection with completed reports copied to the Tenant. The

Tenant did not agree with the move-out report. The Tenant received the move-out report with the Landlord's hearing package.

The Landlord states that the Tenant left the finish on a cabinet pulled back and claims \$300.00 for the damages. The Landlord states that the cabinets are the same age as the unit built in 2016. The Landlord did not make any repairs and did not provide any written estimates for the repairs. The Landlord states that they determined the costs being claimed based on verbal estimates. The Landlord provides photos. The Tenant states that the areas damaged are only tiny in size and as they arose on the cabinets beside the stove the damage likely came from the use of the stove.

The Landlord states that the Tenant left a fridge basket and shelf door damaged and claims \$175.00 as the costs to replace these items. The Landlord states that they thought they had provided a receipt for these costs as evidence for this claim. The Tenant states that no receipt was provided in the Landlord's evidence materials. The Tenant does not dispute that the shelf door was cracked but does not recall any damage to the basket. The Tenant states that the move-out report only indicates the shelf door being damaged.

The Landlord states that the Tenant left the drywall on the staircase wall damaged with gouges. The Landlord claims \$200.00 for these damages and provides a photo. The Landlord states that no repairs were made and only a verbal estimate was obtained for the costs being claimed. The Landlord states that the next tenancy started monthly rent of \$3,000.00 and that no discount was given for leaving the wall damage. The Landlord states that the new tenant is in the construction trades and has informed the Landlord that the repairs to the wall will be made by the new tenant at some point and the Landlord will be informed of the cost at this time.

The Tenant states that the marks on the wall were the size of a penny or smaller and that they should be considered normal wear and tear. The Tenant states that they made repairs and painted the damaged areas with paint that was on hand at the unit.

The Landlord states that the Tenant left an approximate 2-foot by 2-foot area of laminate damages by deep scratches and claims \$200.00 for the damage. The Tenant does not dispute this claim.

The Landlord states that the fireplace mantle was left damaged with stains and claims \$25.00 for the damage. The Landlord states that no repairs have been made and that the Landlord will have to refinish the mantle at some point. The Tenant states that the mantle could easily be painted over, and it would be fine.

The Landlord states that the Tenant left screw and nail holes on the exterior of the unit and claims \$100.00 for the damage. The Landlord states that no repairs have been made as no tradespersons are available. The Landlord states that the amount claimed is based on the Landlord's belief of what it would cost to get someone to sand and paint the area. The Landlord also claims \$13.99 as the cost of a replacement doorbell and provides a receipt. The Landlord states that the previous doorbell was removed by the Tenant and found in the garage with a missing plate. The Tenant does not dispute the cost claimed for the doorbell. The Tenant states that they placed a new doorbell on the area and that while the Landlord was not informed or did not give the Tenant permission for this replacement the Tenant did not think it would be a problem as they created only one screw hole.

The Landlord states that the Tenant left a hole in the wall behind a door that did have a stopper. The Landlord states that the door appears to have been slammed against the wall to cause the hole. The Landlord claims \$100.00 for this damage and has not made any repairs to the hole. The Landlord states that the new tenancy will repair the area when the new tenant gets to it. The Tenant does not dispute the damage and states

that the hole was caused by the door handle as the Tenant's child had removed the stop. The Tenant argues that the repair should be an easy fix. The Tenant states that the Landlord did not give the Tenant any opportunity to make any repairs after the move-out inspection. The Landlord states that the Tenant was not given any opportunity to make repairs because the Tenant left immediately after the inspection and communications between the Parties were not good.

The Landlord states that the Tenant left a wall with permanent ink drawings and claims \$100.00 for the damage. The Landlord states that this wall has not been repaired.

The Landlord states that the Tenant failed to leave working light bulbs in the unit. The Landlord claims the costs of \$19.99 and \$14.99 for the costs and provides a receipt. The Landlord notes the move-out report indicating the missing of three bulbs. The Landlord cannot say how many bulbs were obtained for the costs claimed. The Tenant agrees to pay for the cost of only three lightbulbs.

The Landlord states that the Tenant left a back door with scratches. The Landlord claims \$200.00 and provides a photo. The Landlord confirms that the door has not been repaired. The Tenant states that they are unsure if their dog caused the scratches.

The Landlord states that the Tenant left the lawn damaged having been dug up by the Tenant's dogs. The Landlord claims \$135.00 as the costs of soil plus \$65.00 delivery costs, \$195.00 as the cost of sod plus \$65.00 delivery costs, and \$320.00 as labour costs. The Landlord states that the repair of the lawn has not been done as the new tenant preferred the lawn to be repaired sometime in the future. The Landlord states that they obtained the amounts from web searches and that as the Landlord used to work in landscaping the labour costs are based on the Landlord's own estimates. The Tenant does not dispute that the dogs dug up the lawn. The Tenant states that prior to move-out the lawn areas were repaired with fresh soil and seed. The Tenant states that

the Landlord was informed of these repairs. The Landlord states that the Tenant did a terrible job.

The Parties confirmed at the end of the hearing that they had no further submissions to be made.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given that the Tenant did not dispute the Landlord's claims of **\$200.00** for laminate damage and **\$13.99** for the doorbell, I find that the Landlord has substantiated an entitlement to these amounts. As the Tenant does not dispute the replacement costs of three lightbulbs and as the Landlord provides no evidence of the cost of only three lightbulbs, I find that the Landlord has only substantiated a nominal entitlement of **\$15.00**. As the Landlord has not provided a receipt to support the costs claimed for the fridge parts I find that the Landlord has not substantiated an entitlement to these costs. However as the Tenant has not disputed the damage to the fridge door I find that the Landlord has substantiated a nominal entitlement of **\$50.00**.

Given the Landlord's evidence of not having made any repairs to the remaining damaged items, that they have not incurred any of these costs claimed, that they have not provided any independent supported evidence of estimates for any future costs, and that they have not provided any evidence of current or future rental loss from the damaged items I find that the Landlord has not substantiated the costs claimed for the damages. However, as the Tenant's evidence overall supports that the damages were

caused by the Tenant, I find that the Landlord has substantiated a nominal entitlement of **\$200.00** for these remaining damages.

As the Landlord's claims have met with some success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$578.99**. Deducting this amount from the combined pet and security deposits plus zero interest of **\$2,600.00** leaves **\$2,021.01** to be returned to the Tenant forthwith.

Conclusion

I order that the Landlord retain the **deposits** and interest of \$578.99 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$2,021.01**. If necessary, 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 Act.

Dated: May 25, 2022

Residential Tenancy Branch