



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDL-S, MNRL-S, FFL*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid utilities, for the cost of cleaning and the restoration of the kitchen flooring, for repairs, for painting and for the recovery of the filing fee.

The landlord also applied to retain the security and pet deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant has made his own application and that is scheduled to be heard on September 28, 2023. The tenant filed evidence for both hearings and submitted a copy of his evidence to the landlord. The parties agreed that they had received each other's evidence.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid utilities, for the cost of cleaning and the restoration of the kitchen flooring, for repairs, for painting and for the recovery of the filing fee?

Background and Evidence

The tenancy started on November 01, 2019, and ended on December 01, 2022. The parties ended the tenancy by entering into a mutual agreement signed on November 07, 2022, to terminate the tenancy effective December 01, 2022. The landlord agreed to compensate the tenant \$2,400.00 if he moved out on December 01, 2022.

The monthly rent at the end of the tenancy was \$1,200.00 payable on the first of each month and did not include utilities. Prior to moving in the tenant paid a total of \$1,200 in pet and security deposits.

The tenant testified that on December 01, 2022, upon moving out, the landlord gave him a cheque for the agreed upon amount of \$2,400.00. The tenant deposited the cheque on December 05, 2022. On December 08, 2022 the landlord stopped payment on the cheque. The tenant filed an application for dispute resolution. The tenant's application is scheduled to be heard on September 28, 2023.

The landlord testified that the laminate flooring in the kitchen was damaged and provided a photograph as evidence of the damage. The laminate slats were curled, lifted and warped and the landlord filed invoices to support her claim to recover the cost of repairs from the tenant.

The tenant stated that he had placed a rug on the kitchen floor and on April 21, 2022, when he stepped on the laminate, water squeezed out from between the slats. He stated that he removed the rug to check it out and found that the flooring was waterlogged. He could not tell where the water was coming from until he opened the kitchen cabinet under the sink and found it all wet. There was slow drip from the water pipe, and he placed a bucket under the drip to catch it.

The tenant filed into evidence copies of the communication between himself and the landlord regarding the problem of the wet kitchen floor.

On that day, April 21, 2022, the tenant informed the landlord about the incident and on April 23, 2022, the landlord sent a handyman to check it out. The handy man reported that there were no leaks. The tenant testified that there was a leak even though it was not fully visible and found that the leak continued, evidenced by water collecting in the bucket.

On May 03, 2022, the tenant contacted the landlord and asked permission to have a plumber look at the problem which was still prevalent. The landlord agreed and the tenant found a plumber who inspected the area under the sink and other likely sources of the leak. The plumber reported to the landlord with a quote to fix the problem. The landlord found the quote too high and rejected it.

On May 08, 2022, the tenant informed the landlord by text message that the leak was getting worse. The landlord sent her handy man to take one more look and he found that the cartridge inside the faucet was leaking which caused the drip along the water pipes, into the cabinet. The faucet was fixed on May 10, 2022. The tenant stated that he suspects the leak started way before he noticed it on April 21, 2022. The tenant placed his rug back on the kitchen floor after the faucet was fixed.

By the end of tenancy on December 01, 2022, the warped laminate had curled and lifted off the floor. After the tenant moved out, the landlord hired a renovation company to replace the kitchen flooring. The landlord testified that the trades person informed her that there was no moisture under the laminate. The landlord had the entire kitchen flooring replaced with vinyl flooring at a cost of \$967.48 for materials plus \$2,310 for labour. The landlord is looking to recover this amount from the tenant.

The landlord stated that the metal plates on the stove were completely burnt and had to be replaced, there were scratches on the wall and the paint had to be touched up and the carpet needed to be professionally cleaned. The landlord provided invoices to support her claim for the cost of these items.

The landlord stated that the rental unit had to be cleaned and is claiming \$200.00 but did not have a receipt of the cost incurred or photographs to show the condition of the rental unit at the end of tenancy. The tenant stated that he cleaned the rental unit but did not shampoo the carpet. The tenant agreed to cover the cost of shampooing the carpet and the utility bill.

The landlord is claiming the following:

1.	BC Hydro	\$109.00
2.	Tony Renovations – Labour for floor replacement	\$2,310.00
3.	Costco – Materials for floor replacement	\$967.48
4.	Canadian tire – Oven parts	\$63.09
5.	Home Depot - Paint	\$96.27
6.	Carpet cleaning	\$283.50
7.	General cleaning	\$200.00
8..	Filing fee	\$100.00
	Total	\$4,029.34

Analysis

Based on the testimony of both parties, I find as follows:

1. BC Hydro - \$109.00

The tenant agreed to cover the cost of hydro and therefore I award the landlord \$109.00

2. Tony Renovations – Labour for floor replacement - \$2,310.00
3. Costco – Materials for floor replacement - \$967.48

Based on the testimony of both parties, I find that the tenant contacted the landlord as soon as he found water coming through the laminate when he stepped on it. The problem was detected on April 21, 2022, but the tenant stated that it probably started before that. When the landlord's handy man did not find the leak the first time he visited, the tenant called in a plumber. Since the landlord found the plumber's quote too high, she sent in the handy man to fix the problem. This went back and forth from April 21, 2022, to May 10, 2022, during which time the leak continued to cause water damage to the underside of the laminate flooring.

Since the tenant did his best to mitigate the damage, I find that he is not responsible for the water damage to the kitchen floor. Accordingly, the landlord's claims for the cost of labour and materials to replace the flooring are dismissed.

4. Canadian tire – Oven parts - \$63.09

I find that the blackened oven saucers under the heating elements of the stove were a result of normal wear and tear and therefore the tenant is not responsible for the cost of replacing these parts.

5. Home Depot – Paint - \$96.27

I will base the landlord's entitlement for the cost of painting on section 40 of the *Residential Tenancy Policy Guideline*. As per this policy, the useful life of interior painting is four years. The landlord stated that the unit was brand new in 2013 and had not been painted since. Therefore, at the end of the tenancy of four years, the interior painting had outlived its useful life of four years.

Accordingly, the landlord's claim of \$96.27 for painting is dismissed.

6. Carpet cleaning - \$283.50

The tenant agreed to cover the cost of carpet cleaning. The landlord has filed an invoice into evidence to support the cost of carpet cleaning. I find that the landlord is entitled to her claim.

7. General cleaning - \$200.00

The tenant stated that he cleaned the unit prior to moving out. The landlord did not file photographs or an invoice to support her claim and therefore I find that the landlord has not proven her claim.

8. Filing fee - \$100.00

The tenant agreed to cover the cost of utilities and carpet cleaning at the time the tenancy ended and gave the landlord permission to deduct these amounts from the security deposit. Apart from these two items the landlord has not proven her claim for the remainder of her application and therefore she must bear the cost of filing her own application.

Overall, the landlord has established a claim for utilities (\$109.00) and carpet cleaning (\$238.50) for a total of \$352.50

The landlord currently has in her possession a total of \$1,200.00 for pet and security deposits. I order the landlord to retain \$352.50 from the deposits and return the balance of \$852.50 to the tenant. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$852.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$852.50**

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, 2023

Residential Tenancy Branch