



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND-S, MNDC-S, FF

Introduction

This hearing convened to deal with the landlords' application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlords applied for compensation for alleged damage to the rental unit by the tenant, compensation for a monetary loss or other money owed, authority to keep the tenant's security deposit and pet damage deposit to use against a monetary award and recovery of the cost of the filing fee.

The landlords attended the hearing; however, the tenant did not attend.

The landlord confirmed they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on July 11, 2022. The landlord confirmed they mailed the application package to the forwarding address provided by the tenant. The landlord filed a copy of the registered mail receipt showing the tracking number.

I accept the landlords' undisputed evidence and find that the tenant was served the application and notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlords were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Following is a summary of those submissions and includes only that which is relevant to the matters before me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenant, to keep the security deposit and pet damage deposit to offset, and to recover the cost of the filing fee?

Background and Evidence

This evidence showed the tenancy began on December 1, 2021, and ended on May 30, 2022. Monthly rent was \$1,500 and the tenant paid a security deposit of \$750 and a pet damage deposit of \$750 (collectively, the deposits). Filed in evidence was a copy of the written tenancy agreement.

The landlords' monetary claim is as follows. The landlords provided the following monetary claim breakdown:

Items	Company	Costs \$CAD
Antique Rocking & Reclining Chair original upholstered fabric and cushion	Golden Upholstery	800
Fire Alarm Detector	HF Protection Systems Inc	512.4
Septic Sewage/System/Flooding/Plumbing	Bugaboo Plumbing Ltd	325.5
Septic Sewage/System/Flooding/Plumbing	RONA repair supplies	100.01
Septic Sewage/System/Flooding/Plumbing	RONA repair supplies	88.22
Septic Sewage/System/Flooding/Plumbing	RONA repair supplies	25.11
Septic Sewage/System/Flooding/Plumbing	RONA repair supplies	30.56
Damage walls, door frames, baseboards, bathroom walls etc	Painter: Alisha: Walls	440
Damage walls, door frames, baseboards, bathroom walls etc	Painter: Alisha: Bathroom	240
Damage walls, door frames, baseboards, bathroom walls etc	Painter: Alisha: Baseboards	160
Grass seeding, soil & hose reel cart for watering	RONA	85.49
Grass seeding, soil & hose reel cart for watering	RONA	39.39
Grass seeding, soil & hose reel cart for watering	RONA	8.45
Broken/Missing/Damaged/Stollen Items	Bedside Lamp: IKEA & Light Bulb	36.98
Broken/Missing/Damaged/Stollen Items	IKEA hangers	5.58
Broken/Missing/Damaged/Stollen Items	IKEA shoe tray	11.97
Broken/Missing/Damaged/Stollen Items	IKEA cutting boards	10.98
Broken/Missing/Damaged/Stollen Items: Blanket/Throw & Mugs/Dishware		50

[Reproduced as written in part]

The landlords' documentary evidence included an explanation of their claim.

As to the landlords' claim for the rocking chair, the landlords submitted that the antique rocking chair was provided to the tenant and after the tenancy ended, the chair was left damaged and unusable. Most likely the tenant's pet tore and chewed the upholstery. The landlords' claim is \$800, and the landlords said their mother gifted the chair to them and it was not repaired, as they sold it for \$100. Filed in evidence were photographs of the damaged chair.

The landlords submitted that the tenant in the last month damaged and/or dismantled the fire alarm detector system connected to the central fire alarm monitoring system. The heat and fire detectors were damaged and needed to be replaced. The landlords submitted that the tenant would not allow the landlords in to investigate, and the damage alarm was a major safety hazard. Filed in evidence were photographs and invoices.

As to the damage to the septic system claim, the landlords wrote the following:

3. Septic Sewage/System/Flooding/Plumbing \$600

Tenant was consistently flushing/throwing down all types of femine products: tampons, sanitary pads, facial tissues, wet wipes, femine wipes etc that caused our entire septic sewage system to clogged, freeze, back up and flooded the entire ground floor during the holiday season.

[Reproduced as written]

Filed in evidence were receipts and photographs.

As to the wall damage and painting, the landlords submitted that the tenant and/or their pet damaged the walls and door frames, and there were cat scratches everywhere. As well, the tenants kept drilling in the walls and damaged the walls with multiple and bigger holes. The landlords said the work has not been done but they were obtaining quotes.

Filed in evidence were photographs of the walls and trim.

The landlords submitted that they are claiming for yard damage, as the tenant was not allowed a pet during the tenancy, yet did have one without permission.

In additional submissions by the landlords, they said that the tenant failed to attend the move-out inspection, despite multiple attempts to arrange an inspection. The landlords submitted that the tenant had agreed to the plumbing claim and that in their communication with the tenant, the tenant told the landlords to keep the whole deposit. The landlords said they would just be happy to keep the deposits in this matter.

Filed in evidence was the move-in and move-out condition inspection report (Report).

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party, the landlord here, has the burden of proof to substantiate their claim on a balance of probabilities.

Section 37 (2) of the Act states 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.

As the tenant failed to attend the hearing to offer rebuttal evidence, I find the landlords' evidence is undisputed.

As to the landlords' claim for \$800 for the antique rocking chair, I find the landlords submitted insufficient evidence to prove a loss. The chair was a gift from their mother and the chair was not repaired as the landlords sold the chair for \$100. I therefore **dismiss** the landlords' claim of \$800, without leave to reapply.

As to the landlords' claim for painting, although the photographs do show beyond reasonable wear and tear, I find the landlords failed to show a monetary loss, as the work has not yet been done months after the tenancy ended. I therefore **dismiss** the landlords' monetary claim of \$840, without leave to reapply.

Having reviewed the evidence, I find the landlords submitted sufficient evidence to support their claim for repairs to the fire alarm system. I find the tenant damaged the system and that it was not reasonable wear and tear. I therefore find the landlords have established a monetary claim of **\$512.40**.

I find the landlords submitted sufficient evidence to support their plumbing repair claim. I find it unreasonable that the tenant would flush sanitary products and the resulting damage was not reasonable wear and tear, for which the tenant is responsible. I therefore find the landlords established a monetary claim of **\$569.40**, which included the plumbing invoice of \$325.50, and repair supplies for a total of \$243.90.

I find the landlords submitted sufficient evidence to support their claim for garden repairs, due to pet damage, as the tenant was not allowed an additional pet in the tenancy agreement. I therefore find the landlords established a monetary claim of **\$133.33**.

I find the landlords submitted sufficient evidence to support their claim for broken, missing and damaged items as listed in their monetary claim breakdown and photographic evidence for a total of **\$115.51**.

I also award the landlords recovery of the filing fee of **\$100**, as they have been mostly successful with their claim.

Due to the above, I find the landlords have established a total monetary claim of **\$1,430.64**.

In this case, I do not order the landlords to return the remaining portion of the tenant's deposits totalling, \$1,500. While the landlords did not make a claim for cleaning, I find their evidence, photographs and the Report, shows the rental unit was left unreasonably clean by the tenant.

I therefore find it reasonable to, and I do, authorize the landlords to keep the tenant's security deposit and pet damage deposit of \$750, each, in full satisfaction of their monetary claim, without ordering the balance returned.

Conclusion

The landlord has submitted sufficient evidence to support a monetary claim of **\$1,430.64** and is authorized to keep the tenant's security deposit and pet damage deposit totalling \$1,500 in full satisfaction of their monetary claim, for the reasons set out above.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 23, 2023

Residential Tenancy Branch