



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL-S, MNDL-S, MNDCL-S

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. All parties acknowledged the evidence submitted and 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 or losses 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 March 14, 2021 and ended on January 20, 2022. The monthly rent of \$1900.00 was due on the first day of the month. At the outset of the tenancy the tenants paid a security deposit of \$950.00 which the landlord still holds. Written condition inspection reports were conducted at move in and move out with the tenants present. The landlord testified that the tenants left the unit dirty and with some minor damage at move out. The landlord testified that the tenants were angry at the move out inspection and refused to sign the report.

The landlord testified that the tenants purposely kept the thermostat at 30 degrees so that the people in the lower unit had to pay a higher bill. The landlord compared the bill from one side of the duplex to the other to calculate the amount of excess cost. The landlord testified that the tenants dismantled the closet door mirrors and didn't reassemble at move out. The landlord incurred costs for cleaning supplies and grass seeding due to the tenants not cleaning the unit sufficiently and the tenants parking their vehicle on the grass instead of the road.

The landlord testified that the tenants did not replace burnt out lights at move out as required and he incurred those costs. The landlord testified that the city of Surrey requires that mattresses are in a mattress cover before they can be picked up for disposal. The landlord testified that the tenants left the mattress outside without a cover along with many personal items and garbage that required him to dispose of them at the city dump. The landlord testified that two mirrors and the blinds were missing from the unit requiring him to replace them along with some shelf supports and closet door pins. The landlord testified that he had to paint one room and clean the entire suite. The

landlord submits that he spent 33 hours cleaning and repairing the unit at cost of \$30 dollars per hour.

The landlord is applying for the following:

1.	Fortis BC	\$200.00
2.	Nordell Glass – by pass mirrors	110.25
3.	Light bulbs, fridge light bulb	60.77
4.	Cleaning supplies and Grass seeds	75.00
5.	Paint	34.69
6.	Mirrors	78.38
7.	Mattress Cover	7.50
8.	Blinds	452.01
9.	Labour for cleaning and repairs \$30 x 33 hours	990.00
10.	Shelf Support	10.77
	Total	\$2019.67

HT testified that he would pay for the lightbulbs and two missing mirrors. HT testified that he adamantly disputes the rest of the landlords' claims. HT testified that the landlord took the blinds with him at move out and put them in his own car. HT testified that they had notified the landlord numerous times about issues with the heat and that it would only function at its maximum setting. MH testified that they were either freezing or sweating, there was no in between. HT testified that the mirrors on the closet doors were already in pieces at move in. HT testified that the landlord was completely unreasonable at the move out inspection and therefore would not sign the inspection report. MW testified that the landlord was difficult to deal with and very unreasonable.

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.

Fortis BC \$200.00

I find that there is sufficient disputing evidence from the tenant that there were ongoing issues with the thermostat and heat for this unit. The landlord has not provided sufficient evidence to satisfy me on a balance of probabilities that he is entitled to this claim, accordingly; I dismiss this portion of the landlords claim.

By pass Mirrors \$110.25

The landlord has not provided sufficient evidence to show that the tenants dismantled the bypass mirrors. In addition, the tenants have provided photos at move out that show those same bypass closet doors have the mirrors intact. Based on the insufficient evidence before me, I dismiss this portion of the application.

Lightbulbs and Mirrors \$139.15

HT agreed to pay the cost of lightbulbs and the two missing wall mirrors; accordingly, the landlord is entitled to \$139.15.

Cleaning Supplies and Grass Seeds \$75.00

The landlord has provided sufficient evidence that the unit was not reasonably clean at move out and that the grass was damaged. The tenants acknowledged that they parked on the grass, accordingly; I find that the landlord is entitled to \$75.00.

Paint \$34.69

The landlord provided sufficient documentary evidence to support this claim, accordingly; I find the landlord is entitled to \$34.69.

Mattress Cover \$7.50

The landlord was unable to provide sufficient evidence that the mattress was left behind by the tenants and that a mattress cover was required, accordingly; I dismiss this portion of the landlords claim.

Blinds \$452.01

Based on the disputing evidence of the tenants, and the insufficient evidence to show that the blinds were installed in the subject unit, I dismiss this portion of the landlords claim.

Shelf Support and Door Pins \$10.77

The landlord provided sufficient documentation to support this portion of his claim and I find that he is entitled to \$10.77.

Labour \$990.00

Based on the totality of the documentary evidence, the testimony of the parties and my findings in regard to each claim, I find that the appropriate and applicable amount of hours for the landlord to carry out the cleaning, repairs and disposal of all the garbage left behind is 20 hours at \$30.00 per hour for an award of \$600.00.

Filing Fee \$100.00

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

Conclusion

The landlord has established a claim for \$959.61. I order that the landlord retain the \$950.00 security deposit and \$3.45 in accrued interest in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$6.16. 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: March 09, 2023

Residential Tenancy Branch