



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Coquitlam Kinsmen Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on September 15, 2022 seeking compensation for damages to the rental unit. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on June 12, 2023.

The Landlord and the Tenants (hereinafter, the “Tenant”) attended the scheduled hearing. The Tenant confirmed they received a full package of evidence, at 35 pages, from the Landlord. The Tenant also confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord directly in September 2022.

Issues to be Decided

Is the Landlord entitled to compensation for damages to the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement in their evidence. The tenancy started on December 1, 2019 as set out in that document. The document shows the Tenant paid a security deposit of \$400 at the start of the tenancy. The Landlord held the security deposit as of the date of the hearing.

The Landlord and Tenant jointly completed a Condition Inspection Report at the start of the tenancy. As it appears in the Landlord's evidence, the Tenant signed the document to show they agreed with the contents of that document, as recorded, on December 9, 2019.

The tenancy ended after the Tenant notified the Landlord that they would be moving out. The final date of the tenancy was August 30, 2022.

The Landlord presented that they met with the Tenant in the rental unit for a final inspection meeting. As recorded in the Condition Inspection Report, that was on August 30, 2022. The Landlord recorded miscellaneous observations of the need for cleaning throughout each room in the rental unit, as well as damages and the need for repairs.

In the hearing, the Landlord reiterated that the rental unit was newly renovated prior to the start of the tenancy. In the evidence, the Landlord presented a comprehensive invoice from the contractor who completed that work, dated November 7, 2019, for the amount of \$9,437. The invoice notes "full reno + upgrade . . . based on walk through with management dated October 2, 2019." The invoice specifically noted installation of carpet, and new cabinet doors.

In the final Condition Inspection Report, the Landlord recorded specific damage: "fridge, broken blinds, kitchen drawer slides to be repaired, carpet cleaning." The Tenant signed the report to indicate they agreed to deductions from the "damage deposit"; however, an exact amount is not listed, and the Landlord added "+ \$700.00" for a new fridge.

The Landlord presented evidence in the form of pictures showing damage to interior parts of the refrigerator, and door damage. The Landlord presented an invoice for the refrigerator purchase on November 28, 2019, for the amount of \$698. The Landlord presented this to show proof that the refrigerator was brand new at the start of this tenancy.

The Landlord provided an invoice for the amount of a replacement fridge, dated October 24, 2022. The Landlord claims \$740 from this, being the cost of the refrigerator (including tax) they purchased in 2019. The Tenant in the hearing stated the refrigerator was still working at the end of the tenancy; however, they acknowledged some pieces of it were broken. The Landlord presented that the refrigerator was new at

the start of the tenancy, and a repair would cost more than replacing the refrigerator with a new one.

The Landlord also presented an invoice for repairs they completed in the rental unit, dated September 12, 2022. This listed “supply and repair windows, patio door screen mesh cover with new 5 wickets” and “remove all chain latches on doors”, “re kick in loose carpet on stairs” and “3 kitchen cabinet drawers repaired and closet handle repair.” The subtotal for this work was \$425.

On September 14, 2022 the Landlord completed a Monetary Order Worksheet, listing the following:

#	Items	\$ claim
1	repairs	425
2	refrigerator replace	740
3	carpet cleaning	199
	Total	1,364

I reviewed these individual pieces of the claim in detail with the parties in the hearing. The Tenant presented no rebuttal to the Landlord’s evidence and statements in the hearing. The Tenant asked for clarity on a final amount they would have to pay and asked for a discount. The Tenant stated their agreement to carpet cleaning, miscellaneous repairs (which they explained as owing to their children).

Analysis

The Act s. 32(2) sets the obligation on the Tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. As well, in s. 32(3):

A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenancy or a person permitted on the residential property by the tenant.

And: “A tenant is not required to make repairs for reasonable wear and tear.”

To be successful in this claim for compensation for damage or loss the Landlord has the burden to provide enough evidence to establish the following four points:

- That a damage or loss exists;

- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

I find as follows, in regard to each separate item listed above:

- I find as fact that the Tenant caused damage requiring repairs within the rental unit. The Tenant acknowledged this in the hearing, stating “I know that”. This is a direct application of s. 32(3) of the *Act*. I find it more likely than not that this damage was not reasonable wear and tear.
- I find the Landlord has established the need for a new refrigerator. I find the Landlord reasonably reduced the cost of that newly purchased item, reflecting the true cost of that item in 2019, prior to the Tenant’s move in.
- I find the Tenant also acknowledged the need for carpet cleaning in the hearing. They stated “if some people want to clean them, no problem”.

In total, I find the Landlord has established a claim of \$1,364. This is based on a review of the available evidence and the Landlord’s description of the matter in the hearing.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by a landlord. The Landlord here has established a claim of \$1,364. After setting off the security deposit \$400, there is a balance of \$964. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$964 as compensation for the rental unit damage claim.

Because the Landlord was successful in this Application, I grant \$100 reimbursement for the Application filing fee

Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$1,064 for compensation set out above and the recovery of the filing fee for this hearing application. I provide this Monetary Order in the above terms and the Landlord must serve the Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with the Monetary Order, the Landlord may file it in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: June 13, 2023

Residential Tenancy Branch