



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 6, 2023. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the rental unit.

The Landlord attended the hearing. However, the Tenants did not. The Landlord testified that he sent the Tenants each a package containing the Notice of Dispute Resolution Proceeding and evidence by registered mail on September 27, 2022. Pursuant to section 90 of the Act, I find the Tenants are deemed served with this package 5 days after it was sent.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?

Background and Evidence

The Landlord provided a monetary order worksheet to itemize what he is seeking in this application. The Landlord provided testimony, photos, and receipts/estimates for each of the items, as follows:

- 1) \$200.00 – Tile materials
- 2) \$600.00 – Tile installation labour

The Landlord explained that the tenants broke 10 different tiles in the kitchen area of the rental unit, and photos were provided. These photos were taken at the end of the tenancy, and the Landlord stated that the tiles were all in perfect condition at the start of the tenancy. The Landlord provided a quote from a handyman to repair the 10 broken tiles.

- 3) \$500.00 – Bathtub materials
- 4) \$1,000.00 – Bathtub installation labour

The Landlord explained that although he does not know the exact age of the tub, he stated the bathroom was recently renovated and the tub was in good condition at the start of the tenancy. The Landlord pointed to the photos taken to show the severe gouging in the bottom of the tub that was caused by the Tenants. The Landlord explained that the marks were not repairable, and eventually started to rust, because the enamel had been scraped away. The Landlord also pointed to the estimate from his handyman to replace the tub. The Landlord is not seeking costs to reinstall the tile above the tub.

- 5) \$47.85 – BC Hydro Bill for August 2022
- 6) \$16.61 – Fortis Gas Bill for August 2022

The Landlord provided copies of the above noted bills for the month of August 2022, and stated that the Tenants left without paying for those bills. The Landlord explained that the last month of rent was free for the Tenants, but utilities were not included in rent, which is why they are liable for these items.

The Landlord confirmed that they still hold a security deposit of \$750.00.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenants caused damage to the rental unit in several ways, as itemized above. I find the Landlord's expenses to remedy the rental unit are reasonable and are supported by the estimate from their handyman. Further, since the damage is well beyond reasonable wear and tear, and the Landlord is only seeking costs to replace the damaged portions, and they are purposefully excluding costs for adjacent items that will also be disrupted when the damages are fixed, I decline to apply Policy Guideline #40 – Useful life of building elements. I award the full replacement costs for the tiles and the tub.

Further, I also award the utility bills noted, as they were the responsibility of the Tenants, and were not included as part of the previous settlement the parties had (they are separate from rent).

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with the application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to retain the security deposit to offset what is owed.

The Landlord is required to pay the Tenant interest on the deposits held, but only starting 2023. This is calculated as follows:

2019 \$750.00: \$0.00 interest owing (0% rate for 58.62% of year)
2020 \$750.00: \$0.00 interest owing (0% rate for 100.00% of year)
2021 \$750.00: \$0.00 interest owing (0% rate for 100.00% of year)
2022 \$750.00: \$0.00 interest owing (0% rate for 100.00% of year)
2023 \$750.00: \$6.29 interest owing (1.95% rate for 43.00% of year)

The total deposit held is \$756.29.

In summary, I find the Landlord is entitled to retain the above noted deposit, plus get a monetary order in the amount of \$1,708.17.

Conclusion

The Landlord is granted a monetary order in the amount of \$1,708.17, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 21, 2023

Residential Tenancy Branch