



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S MNDCL-S FFL**

Introduction

This hearing dealt with an application for dispute resolution (Application) made by the Landlord pursuant to the *Residential Tenancy Act* (Act). The Landlord seeks:

- a monetary order for compensation to make repairs that the Tenants, their pets or their guests caused to the rental unit during the tenancy pursuant to section 67;
- a monetary order for compensation for monetary loss or other money owed by the Tenants pursuant to section 67;
- authorization to keep the Tenants' security deposit pursuant to section 38; and
- authorization to recover the filing fee for the Landlord's Application from the Tenants pursuant to section 72.

The Landlord, the two Tenants (YW and YZ) attended the hearing. A translator (RY) attended the hearing as a translator for the Tenants. The Landlord did not have any objections to RY providing translation services for the Tenants. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Landlord stated he served the Notice of Dispute Resolution Proceeding and his evidence (NDRP Package) on the Tenants by an IM message through WeChat. The Landlord stated he used the texting service provided in the Tenants' application to rent the rental unit. Although texting the NDRP Package is not a method of service permitted by sections 88 and 89 of the Act, both Tenants appeared at this hearing and they acknowledged receiving the NDRP Package from the Landlord. As such, I find the NDRP Package was sufficiently served on the Tenants pursuant to section 71(2)(b) of the Act.

The Tenants stated they submitted their evidence to the Residential Tenancy Branch (RTB) but they did not serve their evidence on the Landlord. Section 3.15 of the RoP states:

3.15 Respondent's evidence provided in single package

Where possible, copies of all of the respondent's available evidence should be submitted to the Residential Tenancy Branch online through the Dispute Access Site or directly to the Residential Tenancy Branch Office or through a Service BC Office. The respondent's evidence should be served on the other party in a single complete package.

The respondent must ensure evidence that the respondent intends to rely on at the hearing is served on the applicant and submitted to the Residential Tenancy Branch as soon as possible. Except for evidence related to an expedited hearing (see Rule 10) and an additional rent increase for capital expenditures application (see Rule 11), and subject to Rule 3.17, *the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing.*

See also Rules 3.7 and 3.10.

(emphasis in italics added)

The Tenants did not serve their evidence on the Landlord not less than seven days before the hearing. As such, The Tenants did not comply with Rule 3.15 of the RoP. Based on the foregoing, I find the Tenants' evidence is not admissible for this hearing. I told the Tenants that, while their evidence is not admissible for this hearing, they were entitled to give oral testimony, or call witnesses to provide oral testimony, on the contents of the inadmissible evidence.

Issues to be Decided

Is the Landlord entitled to:

- a monetary order for compensation to make repairs that the Tenants, their or their guests caused during the tenancy?
- a monetary order for monetary loss or other money owed by the Tenants?
- keep the Tenants' security and pet damage deposits?
- recover the filing fee for the Application from the Tenants?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

The Landlord submitted into evidence a copy of the signed tenancy agreement and addendum between the parties. The parties agreed the tenancy commenced on August 1, 2021, for a fixed term ending July 31, 2022, with rent of \$3,300.00 payable on the first day of each month. The Tenants were required to pay a security deposit of \$1,650.00 by July 26, 2021. The tenancy agreement stated the rental unit was furnished. The Landlord acknowledged the Tenants paid the security deposit and that he was holding it in trust for the Tenants.

The Landlord stated the Tenants did not serve him with a written notice that they would be vacating the rental unit. The Landlord stated the Tenants abandoned the rental unit on July 30, 2022. The Tenants stated they vacated the rental unit on July 28, 2022. The Tenants admitted they did not serve the Landlord with written notice they would be vacating the rental unit by July 30, 2022, but stated they called the Landlord to let him know they were vacating the rental unit at the end of July 2022.

The Tenants stated they paid the rent of \$3,300.00 for July 2022. The Tenants stated they placed a stop payment for payment of \$3,300.00 for the rent for August 2022, but their bank accidentally paid the \$3,300.00 to the Landlord. The Landlord did not dispute this testimony. Although the Tenants did not serve the Landlord with written notice to end the tenancy in accordance with the requirements of section 45(2) of the Act, the Landlord did not make a claim to seek loss of rental income for August 2023. As such, I find the payment of \$3,300.00 by the Tenants' bank for August 2022 rent is a credit that may be applied by the Tenants toward any damages or compensation that I may award the Landlord.

The Landlord submitted into evidence a copy of a move-in condition inspection report, signed by the parties, which was performed on August 1, 2021. The Tenants did not dispute the condition of the rental unit as outlined in the move-in condition inspection report. The Landlord submitted into evidence a copy of a move-out condition inspection report, signed by the Landlord and the Tenants' agent, which was performed on August 15, 2022. The Tenants admitted their forwarding address was not provided on the

move-out condition report nor did they serve the Landlord with any written notice that provided their forwarding address to the Landlord. As noted above, the Landlord served the NDRP Package on the Tenants using a texting service through WeChat. As noted above, as both Tenants attended this hearing and acknowledged they received the NDRP Package, I found they were sufficiently served with the NDRP Package pursuant to section 71(2)(b) of the Act.

The Landlord stated he was seeking compensation for damages and other money owed by the Tenants totalling \$11,307.90, calculated as follows:

Description of Monetary Claim	Amount
Wall repairs and painting	\$1,575.00
Replacing broken faucet (\$485.00 plus \$24.25 tax = \$509.25)	\$509.25
Replacing garbage bin, tracking and cabinet outer facing (\$485.00 plus \$24.25 tax = \$509.25)	\$509.25
Replacing alarm circuit board (\$380.00 plus \$19.00 = \$399.00)	\$399.00
Replacing lights (\$70.00 plus \$3.50 tax = \$73.50)	\$73.50
Repairing clogged bathroom drains and popup sink stopper (\$100.00 plus \$5.00 tax = \$105.00)	\$105.00
Replacing keys (\$18.00 plus \$0.90 tax = \$18.90)	\$18.90
Replacing damaged mattress	\$2,632.19
Replacing damaged floor lamp	\$2,458.40
Replacing damaged television	\$1,680.00
Cleaning rental unit	\$547.41
Strata move-out fee and fines for Strata bylaw violations	\$800.00
Total:	\$11,307.90

Claim for wall repairs and painting

The Landlord stated the Tenants damaged the walls of the rental unit. The Landlord stated it cost \$1,575.00 to repair the wallboard and paint the walls and he submitted into evidence an invoice for corroborate his testimony. The Landlord did not submit any photos of the damage to the wallboard. The Landlord admitted the last time the walls were repainted was in 2016. The Tenants denied they damaged the walls to the rental unit while they were occupying it.

Claim for replacing bathroom faucet

The Landlord stated the Tenants damaged a bathroom faucet. The Landlord stated the faucet was “stuck” and required replacement. The Landlord referred to the move-in inspection report that indicated the taps in the bathrooms were in good condition before the Tenants took possession of the rental unit. The Landlord stated the bathroom was flooded by the Tenants in May 2022 but did not provide any explanation for why this would have caused the faucet to become stuck. The Landlord he was seeking reimbursement for the costs of repairs to replace the faucet. The Landlord submitted into evidence an invoice that stated the cost of replacement of the bathroom faucet was \$485.00, plus tax of \$24.25, for a total of \$509.25.

Claim for repairing garbage bin, track system and outer cabinet facing

The Landlord stated the garbage bin was located in a high-end tracking system with a pull-out drawer. The Landlord stated the track, bin and outer cabinet facing were damaged and could not be repaired. The Landlord referred to the move-in inspection report that indicated the cabinets and doors were in good condition. The Landlord stated he was unable to find a replacement for the garbage bin, track and cabinet facing and a substitute was used to complete the repairs. The Landlord initially stated the track, bin and cabinet facing were installed in 2016 but later acknowledged the bin, track and outer cabinet facing were about 9 years old. The Landlord stated he was seeking reimbursement of the costs for repairs to the track, bin and cabinet facing and submitted into evidence an invoice that stated the repairs to the track, bin and outer facing was \$485.00, plus tax of \$24.25, for a total of \$509.25. The Tenants stated they never used the garbage bin and had no idea how it was damaged.

Claim for alarm circuit board

The Landlord stated the Tenants had tampered with and damaged the alarm circuit board and that it required replacement. The move-in condition inspection report did not indicate the alarm system was working before the Tenants took possession of the rental unit. The Tenants stated they never touched the alarm system and did not know where the alarm circuit board was located. The Landlord stated he was seeking reimbursement for the cost to repair the alarm system and submitted into evidence an invoice that stated the cost to repair the alarm circuit board was \$380.00, plus tax of \$19.00, for a total of \$399.00.

Claim for replacing lights

The Landlord stated two halogen light bulbs in a bathroom above the mirror were burned out and were not replaced by the Tenants before they vacated the rental unit. The Landlord stated five LED lights located in the hallway, kitchen and dining room were burned out and were not replaced by the Tenants before they vacated the rental unit. When I asked, the Landlord was not able to provide an explanation for why five LED lights would fail within 12 months of occupancy by the Tenants. The Landlord stated he was seeking reimbursement for the costs of replacing the light bulbs and submitted into evidence an invoice that stated the cost of replacement of the light bulbs was \$70.00, plus tax of \$3.50, for a total of \$73.50.

Claim for repairing bathroom drains and popup sink stopper

The Landlord stated the Tenants clogged the drains for the double sink in the main, damaged a popup drain cover and clogged the drain for the sink in the second bathroom. The Landlord stated he was seeking reimbursement for the costs of unclogging the drains for the two sinks and to repairing the popup drain cover. The Landlord submitted into evidence an invoice for repairing the drains and the popup drain cover for \$100.00, plus tax of \$5.00, for a total of \$105.00.

Claim for replacing keys

The Landlord stated he provided the Tenants with two keys for the rental unit at the time of move-in, but the Tenants only returned one key. The Tenants admitted they only returned one key to the Landlord at move-out. The Landlord stated he was seeking reimbursement for the costs of replacing the keys and submitted into evidence an invoice for replacing the keys for \$18.00, plus tax of \$0.90, for a total of \$18.90.

Claim for damaged mattress

The Landlord stated the Tenants stained a mattress that was provided for the tenancy. The Landlord stated he hired a professional cleaner to clean the mattress but they were unable to remove the stains. The Landlord stated the mattress was purchased in 2019 and that it was in perfect condition when the Tenants took possession of the rental unit. The Landlord admitted the move-in condition inspection report did not make any reference to there being any mattresses in the rental unit at the time of move-in. The Landlord did not submit any photos of the mattress at the time of the move-in or move-out inspections. The Landlord stated he purchased a new mattress with the same model

number to replace the original mattress. The Landlord stated he was seeking reimbursement for the cost of replacement of the mattress and submitted into evidence a copy of an invoice for \$2,632.19.

The Tenants stated the mattress was dirty at the time they took possession of the rental unit. The Tenants stated they purchased their own mattress and stored the dirty mattress in the rental unit during the tenancy.

Claim for damaged floor lamp

The Landlord stated the Tenants damaged a floor lamp. The Landlord admitted the move-in condition inspection report did not make any reference to the floor lamp at the time of the move-in inspections. The Landlord did not submit any photos of the floor lamp at the time of the move-in or move-out inspections. The Landlord stated he was seeking \$2,458.40 for replacement of the floor lamp. The Landlord did not submit an invoice to substantiate the cost of replacing the floor lamp.

Claim for damaged television

The Landlord stated the Tenants damaged a television. The Landlord stated the television was working when the Tenants took possession of the rental unit but was damaged when they vacated the rental unit. The Landlord admitted the move-in condition inspection report did not make any reference to a television at the time of move in. The Landlord did not submit any photos of the television at the time of the move in or move out inspections. The Landlord stated he was seeking \$1,680.00 for the cost of replacement of the television. The Landlord did not submit an invoice to substantiate the cost for replacement of the television.

The Tenants denied the Landlord's claim that they damaged the television. The Tenants stated the television did not work when they took possession of the rental unit. The Tenants stated they purchased their own television.

Claim for cleaning rental unit

The Landlord stated the Tenants did not leave the rental unit in a reasonably clean condition at the time they vacated the rental unit. The Landlord referred to the move-out condition inspection report that stated the following areas were dirty:

- entry closets
- entry floor/carpets
- kitchen walls and trim
- kitchen floor/carpet
- kitchen countertop
- kitchen cabinets and doors
- kitchen stove/stove top
- kitchen oven
- kitchen exhaust hood and fan
- refrigerator, crisper and freezer
- dishwasher
- living room walls and trim
- living room window coverings/screens
- dining room walls and trim
- dining room floor/carpets
- stairwell and hall walls and trim
- main bathroom walls and trim
- master bedroom walls and trim
- master bedroom floor/carpet
- master bedroom windows coverings/screens
- master bedroom electrical outlets
- second bedroom walls and trim
- second bedroom floor/carpets
- second bedroom closets
- second bedroom windows/coverings/screens
- second bedroom electrical outlets
- exterior front and rear entrances
- exterior patio/balcony doors
- exterior glass and frames
- exterior grounds and walks

The Landlord stated he was seeking reimbursement for cleaning services and submitted into evidence a copies of two invoices totalling \$547.41 for the cleaning services.

The Tenants stated they paid \$600.00 for having the rental unit cleaned but the Tenants did not submit a copy of the invoice for cleaning services to corroborate their testimony.

Claim for strata move-out fees and fines

The Landlord stated the Tenants did not reimburse him for the \$200.00 move-out fee charged by the strata corporation or for \$600.00 in fines levied by the strata corporation for bylaw violations. The Landlord did not submit into evidence a copy of a Form K signed by the Tenants. The Landlord admitted there was no term in the tenancy agreement or addendum that required the Tenants to pay a move-in or move-out fee to the strata corporation. The Landlord did not submit copies of the letters from the strata corporation that detailed the amount of the fines or why the fines were levied by the strata corporation against the Tenants for bylaw violations.

Analysis

Rule 6.6 of the RoP states:

6.6 The standard of proof and onus of proof

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

Section 37 of the Act states:

- 37(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Based on the foregoing, a party making a claim for compensation must prove it is more likely than not that the other party breached section 37(2) of the Act, that it suffered a quantifiable loss as a result of this breach, and that it acted reasonably to minimize its loss.

Residential Tenancy Branch Policy Guideline 16 (PG 16) addresses the criteria for awarding compensation. PG 16 states in part:

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

These criteria may be applied when there is no statutory remedy (such as the requirement under section 38 of the Residential Tenancy Act for a landlord to pay double the amount of a deposit if they fail to comply with the Act's provisions for returning a security deposit or pet deposit).

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

Accordingly, the party making the claim for compensation must provide sufficient evidence that the four elements set out in PG 16 have been satisfied.

Performance of move-in and move-out inspection reports

The Landlord submitted into evidence a copy of a move-in condition inspection report, signed by the parties, which was performed on August 1, 2021. The Tenants did not dispute the condition of the rental unit as outlined in the move-in condition inspection report. The Landlord submitted into evidence a copy of a move-out condition inspection report, signed by the Landlord and the Tenants' agent, which was performed on August 15, 2022. The Tenants did not dispute the condition of the rental unit as outlined in the move-out condition inspection report. Based on the foregoing, I find the Landlord complied with the provisions of sections 23(1) and 35(1) of the Act that require the Landlord to schedule, to complete a condition inspection report and for the parties to sign the move-in and move out inspection reports. As such, I find the Landlord's right to make a claim for damages was not extinguished by sections 24(2) and 36(2) of the Act.

Section 36(1) states:

38(1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Tenants admitted they did not provide their forwarding address on the move-out condition report and that they did not serve the Landlord with a written notice providing their forwarding address. As such, the Landlord was under no obligation make the Application before the date it was made by the Landlord. Based on the foregoing, the Landlord is not required to pay the Tenants double the amount of the security deposit that would otherwise be required to be paid to the Tenants pursuant to section 38(6) of

the Act. As such, I find the Tenants are entitled to a credit of \$1,650.00 for the security deposit the Landlord is holding on their behalf. As noted above, the inadvertent payment of \$3,300.00 by the Tenants' bank is also a credit that may be applied by the Tenants towards any damages and compensation that I may award to the Landlord.

Claim for wall repairs and painting

The Landlord stated the Tenants damaged the walls of the rental unit and he submitted an invoice for \$1,575.00 to corroborate this expenditure. The Landlord admitted the last time the walls were repainted was in 2016. The Tenants denied they damaged the wallboard in the rental unit while they were occupying it. The Landlord stated the Tenants vacated the rental unit on July 30, 2022 while the Tenants stated they vacated the rental unit on July 28, 2022. Regardless of the exact date the Tenants vacated the rental unit, the interior paint of the rental unit was more than five years old. The Landlord did not submit any photos of the walls to demonstrate the damage to the wallboard or the nature of the repairs that were required.

Residential Tenancy Policy Guideline 40 (PG 40) provides a general guide for determining the useful life of building elements for determining damages claimed by one part against another. PG 40 provides the useful life of interior paint is four years and drywall is 20 years. As such, I find the interior paint was fully depreciated at the time the Tenants vacated the rental unit. In the absence of a description in the invoice of the repairs required to be performed to the wallboard or any photos to demonstrate the condition of the wallboard, I cannot assess whether the Landlord is entitled to damages for repairing the wallboard. As such, I find the Landlord has not demonstrated, on a balance of probabilities, that he is entitled to recover any damages for repairing the wallboard or painting the interior walls of the rental unit. As such, I dismiss the Landlord's claim for \$1,575.00 to repair and paint the interior walls of the rental unit.

Claim for replacing garbage in, tracking system and cabinet outer facing

The Landlord stated the garbage bin was located in a high-end tracking system with a pull-out drawer and outer cabinet facing. The Landlord stated the Tenants damages the garbage bin, track system and outer cabinet facing were damaged and that they could not be repaired. The Landlord referred to the move-in inspection report that indicated the cabinets and doors were in good condition. The Landlord stated he was unable to find a replacement for the garbage bin, tracking system and outer cabinet facing and a

substitute was used to replace them. The Landlord initially stated the track, bin and cabinet facing were installed in 2016 but later acknowledged the cabinets were about 9 years old at the time the Tenants vacated the rental unit.

The Landlord provided a copy of the invoice for replacing the garbage bin, tracking system and outer cabinet facing in the amount of \$485.00, plus tax of \$24.25, for a total of \$509.25.

The Tenants stated they never used the garbage bin and had no idea how it was damaged. However, the Tenants did not provide a plausible explanation for how the garbage bin, tracking system and outer cabinet facing were damaged while they were in possession of the rental unit. Based on the foregoing, I find the Landlord has proven, on a balance of probabilities, that the Tenants are responsible for the damages caused to the garbage bin, tracking system and exterior cabinet facing.

PG 40 provides the useful life of cabinets is 25 years. Based PG 40, the remaining useful life of the garbage bin, tracking system and outer cabinet facing was 16 years. As such, I find the Landlord is entitled to recover \$352.92 from the Tenant for the damage to the countertop, calculated as follows:

$$(25 \text{ years} - 9 \text{ years}) \times \frac{\$509.25}{25 \text{ years}} = \$325.92$$

Based on the foregoing, I order the Tenants to pay the Landlord \$325.92, representing the undepreciated value of the garbage bin, tracking system and outer cabinet facing.

Claim for replacing damaged alarm circuit board

The Landlord stated the Tenants had tampered with and damaged the alarm circuit board which required its replacement. The Landlord provided an invoice that stated the cost to repair the alarm panel was \$380.00, plus tax of \$19.00, for a total of \$399.00. The move-in condition inspection report did not make any reference to there being a working alarm system before the Tenants took possession of the rental unit. The Tenants stated they never touched the alarm system and did not know where the circuit board for the alarm was located. The Landlord did not provide any plausible explanation for why the Tenants would have tampered with the circuit board of the alarm system.

In the absence of any reference to the condition of the alarm system in the move-in condition inspection report, I cannot determine whether the alarm system was working at the time of move-in by the Tenants. As such, I find the Landlord has not proven, on a balance of probabilities, that the Tenants are responsible for causing damage to the circuit board for the alarm system. Based on the foregoing, I dismiss this part of the Landlord's claim for compensation to repair the circuit board for the alarm system.

Claim for replacing bathroom faucet

The Landlord stated the Tenants damaged a bathroom faucet and that it was "stuck" and required replacement. The Landlord referred to the move-in inspection report that indicated the bathroom taps were in good condition before the Tenants took possession of the rental unit. The Landlord provided a copy of an invoice that stated the cost of replacement of the bathroom faucet was \$485.00, plus tax of \$24.25, for a total of \$509.25.

Section 32(1) of the Act states:

- 32(1) A landlord must provide and maintain residential property in a state of decoration and repair that
 - (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
- [...]
- (4) A tenant is not required to make repairs for reasonable wear and tear.

The Landlord did not provide any photos of the faucet before it was replaced. As such, there is no evidence the Tenants deliberately or negligently damaged the faucet. In the absence of any evidence the Tenants were responsible for the faucet seizing up, I find its failure was the result of reasonable wear and tear. As such, I find the Landlord has not proven, on a balance of probabilities, that the Tenants are responsible to pay the Landlord for replacement of the faucet. Based on the foregoing, I dismiss, this part of the Landlord's claim for compensation to replace the faucet.

Claim for replacing lights

The Landlord stated two halogen light bulbs in a bathroom above the mirror were burned out and were not replaced by the Tenants before they vacated the rental unit. The Landlord stated five LED lights located in the hallway, kitchen and dining room were burned out and were not replaced by the Tenants before they vacated the rental unit. When I asked, the Landlord was not able to provide an explanation for why five LED lights would fail within 12 months of occupancy by the Tenants. The Landlord stated he was seeking reimbursement for the costs of replacing the light bulbs and submitted into evidence an invoice for \$70.00, plus tax of \$3.50, for a total of \$73.50, to replace seven lights.

Without an adequate explanation from the Landlord for why five LED lights failed in a 12 month period, I find those LED bulbs were defective. As such, I find the Tenants are not responsible to pay the Landlord compensation for replacement of the five LED lights. Based on the foregoing, I find the Landlord has proven, on a balance of probabilities, that the Tenants are responsible for replacement of the two halogen lights. As such, I award the Landlord \$20.00, plus tax of \$1.00, for a total of \$21.00. Based on the foregoing, I order the Tenants to pay the Landlord \$21.00 for replacement of the two halogen lights.

Claim for replacing keys

The Landlord stated he provided the Tenants with two keys for the rental unit at the time of move-in, but the Tenants only returned one key. The Tenants admitted they only returned one key to the Landlord at move-out. The Landlord submitted into evidence an invoice for \$18.00, plus tax of \$0.90, for a total of \$18.90, for replacement of three keys. Section 37(2)(b) of the Act states:

37(2) When a tenant vacates a rental unit, the tenant must

[...]

- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

The Tenants admitted they did not return one of the keys to the rental unit. As such, I find the Landlord is entitled to compensation of \$6.00, plus tax of \$0.30, for a total of \$6.30, for replacing one key for the rental unit. Based on the foregoing, I order the Tenants to pay the Landlord \$6.30 for replacement of one key to the rental unit.

Claim for repairing bathroom drains and popup sink stopper

The Landlord stated the Tenants clogged the drain for the double sink in the main bathroom, damaged the popup drain cover and clogged the drain in the second bathroom. The Landlord stated he was seeking reimbursement for the costs of unclogging the drains for the two sinks and repairing the popup drain cover. The Landlord provided a copy of the invoice \$100.00, plus tax of \$5.00, for a total of \$105.00 for repairing the drains for the sinks in the two bathrooms and the popup drain cover. The Landlord did not submit any evidence to demonstrate the Tenants had placed items into the sinks that would have clogged the drains or any evidence the Tenants had deliberately or negligently damaged the drain cover.

Based on the foregoing, I find the clogging of the drains and the failure of the popup drain cover were the result of reasonable wear and tear and that it was the responsibility of the Landlord to clear the drains and repair the popup drain cover. As such, I find the Landlord have not proven, on a balance of probabilities, that the Tenants are responsible for payment of compensation to the Landlord for clearing the drains or repairing the popup drain cover.

Claim for damaged mattress

The Landlord stated the Tenants stained a mattress provided with the tenancy. The Landlord stated he hired a professional cleaner to clean the mattress but they were unable to remove the stains. The Landlord stated the mattress was purchased in 2019 and that it was in perfect condition when the Tenants took possession of the rental unit. The Landlord admitted the move-in condition inspection report did not make any reference to there being any mattresses in the rental unit at the time of move-in. The Landlord did not submit any photos of the mattress at the time the Tenants took possession of the rental unit or after they vacated the rental unit. The Landlord stated he purchased a new mattress with the same model number to replace the stained mattress. The Landlord submitted into evidence a copy of an invoice for \$2,632.19 for replacement of the mattress.

The Tenants stated the mattress was dirty at the time they took possession of the rental unit. The Tenants stated they purchased their own mattress and stored the dirty mattress in the rental unit during the tenancy.

Without any reference to the condition of the mattress in the move-in condition inspection report or any photos, I find the Landlord has not proven, on a balance of probabilities, that the Tenants are responsible for replacing the mattress. As such, I dismiss this part of the Landlord's claims for damages.

Claim for damaged floor lamp

The Landlord stated the Tenants damaged a floor lamp. The Landlord admitted the move-in condition inspection report did not make any reference to the floor lamp. The Landlord did not submit any photos of the floor lamp at the time of the Tenant's move-in or move-out. The Landlord stated he was seeking \$2,458.40 for replacement of the floor lamp but he did not submit an invoice to substantiate the cost of its replacement. Without any reference to the condition of the floor lamp in the move-in condition inspection report or any photos, and in the absence of an invoice or estimate to corroborate the cost for replacement of the floor lamp, I find the Landlord has not proven, on a balance of probabilities, that the Tenants are responsible for payment of compensation to the Landlord for replacement of the floor lamp. As such, I dismiss this part of the Landlord's claims for damages.

Claim for damaged television

The Landlord stated the Tenants damaged a television set. The Landlord stated the television was working at the time the Tenants took possession of the rental unit but it was not working when they vacated the rental unit. The Landlord admitted the move-in condition inspection report did not make any reference to a television at the time of move in by the Tenants. The Landlord stated he was seeking \$1,680.00 for the cost of replacement of the television. The Landlord did not submit an invoice to substantiate the cost for replacement of the television.

The Tenants denied the Landlord's claim that they damaged the television. The Tenants stated the television did not work when they took possession of the rental unit. The Tenants stated they purchased their own television. Without proof of the condition of the television in the move-in condition inspection report, and in the absence of an invoice or estimate for the replacement of the television, I find the Landlord has not proven, on a

balance of probabilities, that the Tenants are responsible for payment of compensation to the Landlord for replacement of the television. As such, I dismiss this part of the Landlord's claims for damages.

Claim for cleaning rental unit

The Landlord stated the Tenants did not leave the rental unit in a reasonably clean condition at the time they vacated the rental unit. The Landlord referred to the move-out condition inspection report that stated the following areas were dirty:

- entry closets
- entry floor/carpets
- kitchen walls and trim
- kitchen floor/carpet
- kitchen countertop
- kitchen cabinets and doors
- kitchen stove/stove top
- kitchen oven
- kitchen exhaust hood and fan
- refrigerator, crisper and freezer
- dishwasher
- living room walls and trim
- living room window coverings/screens
- dining room walls and trim
- dining room floor/carpets
- stairwell and hall walls and trim
- main bathroom walls and trim
- master bedroom walls and trim
- master bedroom floor/carpet
- master bedroom windows coverings/screens
- master bedroom electrical outlets
- second bedroom walls and trim
- second bedroom floor/carpets
- second bedroom closets
- second bedroom windows/coverings/screens
- second bedroom electrical outlets
- exterior front and rear entrances

- exterior patio/balcony doors
- exterior glass and frames
- exterior grounds and walks

The Landlord submitted into evidence a copies of two invoices totalling \$547.41 for cleaning services. The Tenants stated they paid \$600.00 for having the rental unit cleaned but the Tenants did not submit a copy of the invoice for cleaning services to corroborate their testimony. Section 37(2) of the Act states:

- 37(2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- [...]

Based on the move-in and move-out condition inspection reports, I find the Tenants did not leave the rental unit in a reasonably clean condition when they vacated it as required by section 37(2)(a) of the Act. Based on the significant listing of items or areas that were not clean, as described in the move-out condition inspection report, I find the Landlord's claim for \$547.41 for cleaning the rental unit to be reasonable. Based on the foregoing, I find the Landlord has proven, on a balance of probabilities, that he is entitled to recover the costs for cleaning the rental unit. As such, I order the Tenants to pay the Landlord \$547.41 for cleaning the rental unit.

Claim for strata move-out fees and fines

The Landlord stated the Tenants did not reimburse him for the \$200.00 move-out fee charged by the strata corporation. The Landlord stated the Tenants did not reimburse him for \$600.00 for fines levied by the strata corporation. The Landlord did not submit a copy of a Form K signed by the Tenants. The Landlord admitted there was no term in the tenancy agreement or addendum that required the Tenants to pay a move-in or move-out fee to the strata corporation. The Landlord did not submit copies of the letters from the strata corporation that detailed the amount of the fines and why the fines were levied against the Tenants. Based on the foregoing, I find the Landlord has not proven, on a balance of probabilities, that the Tenants are responsible for payment of the move-out fee charged by the strata corporation or the fines levied by the strata corporation. As such, I dismiss this part of the Landlord's claims for compensation from the Tenants.

Calculation of amount owed by Tenants to for damages and compensation

Based on the foregoing, I find the Landlord is entitled to damages and compensation of \$900.63 from the Tenants, calculated as follows:

Description of Monetary Claim	Amount Awarded to Landlord
Replacing garbage bin, tracking and outer cabinet facing	\$325.92
Replacing Lights	\$21.00
Replacing Key	\$6.30
Cleaning Rental Unit	\$547.41
Total:	\$900.63

Filing Fee for Application

As the Landlord has been substantially successful in the Landlord's Application, pursuant to section 72 of the Act, I award the Landlord \$100.00 for the filing fee of the Application.

Conclusion

I order the Landlord to pay the Tenants \$3,949.37 calculated as follows:

Purpose	Amount
Damages and Compensation payable by Landlord to Tenant	\$900.63
Filing Fee for Landlord's Application	\$100.00
Less: Tenant's Security Deposit	-\$1,650.00
Less: Overpayment of Rent for August 2022	-3,300.00
Total:	-\$3,949.37

The Tenants must serve the Monetary Order on the Landlord as soon as possible. If the Landlord fails to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 25, 2023

Residential Tenancy Branch