



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNRL, MNDL-S, FFL

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on August 31, 2022. The Landlords applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- a monetary order for the cost to repair damage that the Tenant, their pets or their guests caused during the tenancy;
- an order permitting the Landlords to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord HS and the Tenant attended the hearing and provided affirmed testimony.

The parties agreed they each received notice of the rescheduled hearing directly from the Residential Tenancy Branch.

With respect to the Landlords' evidence, HS testified that it was served on the Tenant by email. The Tenant acknowledged receipt of these documents. With respect to the Tenant's evidence, the Tenant testified that it was served on the Landlords by email. HS acknowledged receipt of these documents.

No issues were raised with respect to service or receipt of the above documents. The parties were in attendance and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent?
2. Are the Landlords entitled to a monetary order for the cost to repair damage that the Tenants, their pets or their guests caused during the tenancy?
3. Are the Landlords entitled to retain the security deposit?
4. Are the Landlords entitled to an order granting recovery of the filing fee?

#### Background and Evidence

The parties agreed the tenancy began on September 1, 2018. Although the parties agreed the tenancy would end on August 15, 2022, the Tenant stated that he moved out on August 1, 2022. During the tenancy, rent of \$3,250.00 per month was due.

The parties agreed disagreed with respect to when rent was due. The Landlord testified that rent was always due on the first day of the month. The Tenant testified that rent was due on the 15<sup>th</sup> day of the month, as indicated in the tenancy agreement. The parties agreed the Tenant paid a security deposit of \$1,500.00, which the Landlords hold. A copy of the signed tenancy agreement was submitted into evidence.

The Landlords' application is particularized in a Monetary Order Worksheet. First, the Landlords claim \$1,625.00 for unpaid rent due for the period from August 1-15, 2022. HS testified that the parties agreed to end the tenancy on August 15, 2022, but that the Tenant did not pay rent for the period from August 1-15, 2022. The Landlords submitted copies of rent schedules showing the payment of rent on the first day of each month.

In reply, the Tenant testified that rent was due on the 15<sup>th</sup> day of each month. The Tenant referred to the tenancy agreement and e-transfer documents confirming payment of rent on June 10 and July 17, 2022. The Tenant submitted that rent was fully paid to August 15, 2022.

Second, the Landlords claim \$1588.00 for half the cost to repair damage to the hardwood floor. Specifically, HS testified the hardwood flooring was refinished in 2017 and appeared to have been damaged by water spillage during the tenancy. In support, the Landlords submitted photographs of the flooring at the end of the tenancy, a move-in condition inspection report which refers to pre-existing stains in the living room and master bedroom, and an invoice for \$3,176.29. The Landlord is claiming half this amount as he replaced the flooring with a less expensive vinyl plank.

In reply, the Tenant testified that the floor looked the same when the tenancy ended as when it began. The only mark on the floors was a small black mark which the Tenant estimated would cost only \$100.00 to repair. The Tenant noted the Landlords did not submit any photographs of the flooring at the beginning of the tenancy.

Third, the Landlords claim \$880.00 for half of the cost of painting. HS testified that children damaged walls. The Landlord testified that he has an email from the contractor and invoices in support of this aspect of the claim but that there were too many to put into the system. The Landlord was unable to refer me to photographic evidence of damage to the walls.

In reply, the Tenant testified that he did his best to clean any mess in the rental unit and described it as "spotless" at the end of the tenancy.

Fourth, the Landlord claims \$200.00 for general cleaning. The Landlord testified that he spent a few days of his own time cleaning the rental unit. Photographs of the interior of the rental unit, taken in August 2022, were submitted into evidence.

In reply, the Tenant testified the rental unit was dirty with dog hair and a spider infestation when he moved in. The Tenant also stated the Landlords did not perform repairs or maintenance during the tenancy.

Fifth, the Landlords claimed \$115.00 for a broken light fixture in the laundry room. The Landlord testified that no receipt is available because he has not repaired this item yet.

In reply, the Tenant testified that no recollection of light fixture broken.

Sixth, the Landlords claimed \$21.47 for a missing doorbell cover. The Landlord testified that this has not yet been repaired.

In reply, the Tenant testified that the doorbell cover only held on one side. Removed cover and unable to locate when left.

Seventh, the Landlords claimed \$125.00 for half the cost of a new bathroom vanity. The Landlord did not submit photographs of the new vanity, which was purchased on Facebook, and did not submit an invoice in support of this aspect of the claim.

In reply, the Tenant testified that he broke the bathroom mirror which was not replaced at the end of the tenancy.

Eighth, the Landlords claimed \$880.00 for blinds that he had installed at the beginning of the tenancy. HS testified that the blinds were either broken or the strings were cut. In any case, they were not useable. HS testified the Tenant provided the estimate of \$880.00 to replace them.

In reply, the Tenant acknowledged that blinds in the kitchen and the living room were broken, and that he told the Landlords he would look for blinds to replace them. However, he discovered they were discontinued and that the Landlords would need to change the window coverings in the whole unit. However, the Landlords were not willing to have different blinds and the issue went unresolved.

Ninth, the Landlords claimed \$14.55 for a remote missing at end of tenancy. The Tenant acknowledged this was not returned at the end of the tenancy and agreed with the amount claimed.

Finally, the Landlords seek to recover the \$100.00 filing fee paid to make the application and requested an order permitting them to retain the security deposit.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations or a tenancy agreement.

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

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlords did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlords' claim for \$1,625.00 for unpaid rent due for the period from August 1-15, 2022, I find there is insufficient evidence before me to grant the relief sought. I rely on the tenancy agreement which indicates that rent was due on the 15<sup>th</sup> day of each month, and the e-transfer receipts which show rent paid close to the 15<sup>th</sup> day of each month. I also note the rent schedules submitted by the Landlords appear to have been prepared for the purpose of the hearing and do not indicate when rent was paid. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$1,588.00 for half the cost to repair damage to the hardwood floor, I find there is insufficient evidence to grant the relief sought. Although the Landlords submitted an invoice for the cost of vinyl plank flooring, there was insufficient evidence before me to conclude that the damage giving rise to the need for new flooring occurred during the tenancy, or that the Landlords did what was reasonable to refinish the flooring. Further, the Landlords did not submit photographs taken at the beginning of the tenancy, and the move-in condition inspection refers to pre-existing staining on the floor. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$880.00 for half cost of painting in the rental unit. I find the photographic evidence supports minor damage to the walls and ceiling.

However, I also find the amount claimed was not supported by receipts to confirm the loss was incurred or the value of the loss. The Landlords also did not submit photographic evidence of the completed work. This aspect of the Landlords' claim is dismissed.

With respect to the Landlords' claim for \$200.00 for general cleaning, I find there is insufficient evidence before me to grant the relief sought. Although the Landlord testified, he spent "a few days" cleaning, there was no record of time spent at this task. Although HS indicated that cleaning services would have cost about \$40.00 per hour, he did not provide sufficient evidence of how his time was calculated. This aspect of the Landlords' claim is dismissed.

With respect to the Landlords' claim for \$115.00 for a broken light fixture in the laundry room, I find there is insufficient evidence before me to grant the relief sought. HS testified that no receipt is available because he has not repaired this item yet. As a result, I find the Landlords have not suffered this loss. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$21.47 for a missing doorbell cover, I find the Landlords are entitled to the relief sought. Although HS testified that this item has not been repaired, the Tenant acknowledged that it was removed and that he was unable to locate it when the tenancy ended. I also find the amount claimed is reasonable. I find the Landlords are entitled to a monetary award of \$21.47.

With respect to the Landlords' claim for \$125.00 for half the cost of a bathroom vanity, I find there is insufficient evidence to grant the relief sought. Specifically, I find there is insufficient evidence of the value of the loss as an invoice was not submitted. I was also not referred to any photographic evidence of a new vanity. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$880.00 for blinds, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. Although the Tenant acknowledged that blinds in the kitchen and living room were broken, I was not referred to any evidence by the Landlords in support of the amount claimed. I am also not satisfied the blinds have been replaced or repaired. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$14.55 for a garage remote missing at end of tenancy, I find there is sufficient evidence before me to grant the relief sought. The Tenant acknowledged the remote was not returned at the end of the tenancy and agreed with the amount claimed. I grant the Landlords a monetary award of \$14.55.

In addition, while the Landlords have not demonstrated the value of all of the losses claimed, Policy Guideline #16 provides that nominal damages may be awarded where no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. In this case, I find it appropriate to grant nominal damages of \$200.00 for wall damage, cleaning costs, and damage to blinds.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also find it appropriate to permit the Landlords to retain part of the security deposit in satisfaction of the claims made.

Policy Guideline #17 confirms that an arbitrator will order the return of any balance remaining on the deposit, less any deductions permitted under the Act, on a landlord's application to retain all or part of the security deposit, whether or not the tenant has applied for dispute resolution for its return.

Pursuant to section 67 of the Act, I find the Tenant is entitled to a monetary order in the amount of \$1,206.92, which has been calculated as follows:

<b>Claim</b>	<b>Allowed</b>
Doorbell cover:	\$21.47
Garage remote:	\$14.55
Nominal damages:	\$200.00
Filing fee:	\$100.00
LESS security deposit held:	(\$1,500.00)
<b>TOTAL:</b>	<b>(\$1,206.92)</b>

### Conclusion

The Tenant is granted a monetary order in the amount of \$1,206.92. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: September 19, 2023

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Residential Tenancy Branch