



DECISION

Dispute Codes Landlords: MNRL, MNDL, FFL
Tenant: MNSDB-DR, FFT

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the Act).

The Landlords' application was made on August 24, 2023. The Landlords applied for the following relief pursuant to the Act:

- a monetary order for unpaid rent or utilities;
- a monetary order for compensation for damage caused during the tenancy; and
- an order granting recovery of the filing fee.

The Tenant's application was made on October 18, 2023. The Tenant applied for the following relief pursuant to the Act:

- an order that the Landlords return all or part of the security deposit and pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlords and the Tenant attended the hearing and provided affirmed testimony.

SDM testified that the Notice of Dispute Resolution Proceeding package related to the Landlords' application was served on the Tenant by registered mail. The Tenant acknowledged receipt of these documents. Pursuant to section 71 of the Act, I find these documents are sufficiently served for the purposes of the Act.

The Tenant testified that the Notice of Dispute Resolution Proceeding package related to the Tenant's application was served on the Landlords in person. The Landlords denied receipt of the Notice of Dispute Resolution Proceeding package and testified they received only a USB drive on February 9, 2024. The Tenant did not provide further evidence in support of service. As a result, I am not satisfied that the Tenant served

these documents in accordance with the Act. As a result, I find that the Tenant's application is dismissed without leave to reapply.

The parties were provided the opportunity to present their 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 is described in this decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
2. Are the Landlords entitled to a monetary order for compensation for damage caused during the tenancy?
3. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

The parties agreed the tenancy began on January 1, 2021, and ended on August 31, 2023. Rent of \$1,428.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$700.00 and a pet damage deposit of \$700.00, which the Landlords hold.

The Landlords' claim was set out in the application and in a hand-written worksheet setting out the amounts claimed.

First, the Landlords claimed \$928.00 in unpaid rent for the month of August 2023. SDM testified that the Tenant paid only \$500.00 by e-transfer. Although a copy of the e-transfer was not submitted, SDM stated it is available.

In reply, the Tenant initially testified that rent was paid but subsequently stated that she paid only half of the rent due because she was tired of harassment by the Landlords.

Second, the Landlords claimed \$134.97 for the cost to replace a range hood. SDM testified it was new at the beginning of the tenancy. A photograph of the front of the range hood was submitted with the Landlords evidence. SDM stated that the electrician who attended to install the new range hood advised that the fan was pushed in. An invoice dated September 6, 2023, was submitted in support.

Third, the Landlords claimed \$181.88 for the cost of an electrician to install the range hood. An invoice dated September 12, 2023, was submitted in support.

In reply to the claims related to the range hood, the Tenant testified it was working when she vacated the rental unit. The Tenant also testified that a move-out condition inspection was not completed because the Landlords refused to do so.

Fourth, the Landlords claimed \$103.75 for the cost to replace broken or missing blinds in the kitchen and bedroom. SDM testified they were new at the beginning of the tenancy. At the end of the tenancy, the kitchen blinds were missing, and the bedroom blinds did not work properly. An invoice dated December 4, 2020, was submitted in support of the original purchase price.

In reply, the Tenant testified that the blinds were fine and suggested that she cleaned them better than she should have.

Fifth, the Landlords claimed \$22.39 for the cost to replace a curtain rod. An invoice dated September 2, 2023, was also submitted in support.

In reply, the Tenant acknowledged that the curtain rod may have been removed at the end of the tenancy.

Sixth, the Landlords claimed \$104.13 for the cost to replace curtains and door mats. The Landlords testified the door mats were missing and that the curtains appeared to be burned. An invoice dated September 6, 2023, was submitted in support.

In reply, the Tenant testified that there were no door mats provided, but that she purchased one for the front door. The Tenant took this with her when she vacated. With respect to curtains, the Tenant testified that only one set of curtains were provided with the tenancy. The Tenant stated that these curtains were left behind and were depicted in the Landlords' photographic evidence.

Seventh, the Landlords claimed \$225.00 for the cost to clean walls, windows, windowsills, and baseboards. This amount is based on 7.5 hours at \$30.00 per hour. SDM testified that windows needed to be washed inside and out, there was dust and dirt on the baseboards, and residue on walls.

In reply, the Tenant testified that she spent numerous hours spent scrubbing and cleaning the rental unit. The Tenant testified the Tenant went “above and beyond.” The Tenant testified that she has pictures that were not submitted showing the rental unit was “cleaned immaculately.”

Finally ,the Landlords sought to recover the \$100.00 filing fee paid to make the application.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

Section 67 of the Act empowers me 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. 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 \$928.00 in unpaid rent for the month of August 2023, I find there is sufficient evidence before me to grant the relief sought. I accept the testimony of SDM who referred to an e-transfer document. I also prefer the evidence of SDM due to inconsistencies in the Tenant's testimony with respect to the payment of rent. I find it is more likely than not that the Tenant owes \$928.00 in unpaid rent and grant the Landlords a monetary award in that amount.

With respect to the Landlords' claims for \$134.97 for the cost of a hood fan replacement and \$181.88 for the cost of an electrician to install it, I find there is insufficient evidence before me to grant the relief sought. While I accept that the Landlords replaced the range hood and incurred the cost claimed, I find there is insufficient evidence before me to conclude the Tenant damaged the range hood intentionally or negligently during the tenancy. The hearsay evidence of the electrician's opinion is given no weight as he did not attend the hearing or provide a written statement. Therefore, I find that this aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$103.75 for the cost to replace broken or missing blinds in the kitchen and bedroom, I find there is insufficient evidence before me to grant the relief sought. While I accept that the Landlords purchased these items at the beginning of the tenancy, the Landlords did not submit invoices to establish their current loss. I was also not referred to any photographic evidence of the broken or missing blinds. Therefore, this aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$22.39 for the cost to replace a curtain rod, I find there is sufficient evidence to grant the relief sought. The Tenant confirmed during the hearing that she likely removed this item at the end of the tenancy. Accordingly, I grant the Landlords a monetary award of \$22.39.

With respect to the Landlords' claim for \$104.13 for the cost to replace curtains and door mats, I find there is insufficient evidence before me to grant the relief sought. While I accept that the Landlords made the purchases reflected in the receipts submitted, I find I am not satisfied of their condition at the beginning and end of the tenancy. I was also not referred to any photographs depicting these items at the beginning or the end of the tenancy. This aspect of the Landlords' application is dismissed.

With respect to the Landlords' claim for \$225.00 for the cost to clean walls, windows, windowsills, and baseboards, I find there is insufficient evidence before me to grant the relief sought. I was not referred to any documentary evidence to indicate the rental unit was not left reasonably clean at the end of the tenancy, as required under section 37 of the Act. The testimony of the parties was contradictory, and the Landlords have not met the burden of proof.

Having been partially successful, I find the Landlords are entitled to recover the \$100.00 filing fee paid to make the application. I also find it appropriate in the circumstances to permit the Landlords to retain part of the deposits held in satisfaction of the monetary award granted. The Landlords are ordered to pay the balance of the security and pet damage deposits to the Tenant forthwith.

Considering the above, I find the Tenant is entitled to a monetary order for \$349.61, which has been calculated as follows:

Claim	Allowed
Unpaid rent (August 2023):	\$928.00
Curtain rod:	\$22.39
Filing fee:	\$100.00
LESS security/pet damage deposits:	(\$1,400.00)
TOTAL:	(\$349.61)

Conclusion

The Tenant's application is dismissed without leave to reapply.

The Landlords are granted a monetary award of \$1,050.39.

The Tenant is granted a monetary order in the amount of \$349.61. 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 Act.

Dated: February 14, 2024

Residential Tenancy Branch