

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

## Issues to be Decided

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

## Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The Landlord provided a copy of the move in/out Condition Inspection Report (CIR). The Tenant indicated they agree with the described condition at move out. It is signed by the Tenant both at move in and move out. The Tenant affirms they signed both sections, at the Landlord's request, when they vacated, and they affirm a move in CIR was not done. They further affirm never getting a copy of a CIR. The Landlord affirms a proper CIR was done both at move in and at move out. They further affirm giving copies of both to the Tenant.

On a balance of probabilities and evidence, I prefer the Landlord's version of events and find CIR's were conducted in accordance with the Act and neither party extinguished their rights to the security deposit.

The provided tenancy agreement shows the tenancy started on July 1, 2021, with a \$1050.00 security deposit. Both parties agree the Landlord received the Tenant's forwarding address on September 29, 2024.

The Landlord provided the following monetary breakdown request:

Issues	material, tool, supply	expenses before tax	expense after tax	labor minutes
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Guest bedroom door	All		556.5	0
Wall flat	3 switch*1	15.48	17.34	5
	2 switch*3	37.44	41.93	15
	1 switch*3	17.94	20.09	15
Toilet cover		44.99	50.39	15
Tissue hanger/ towel hanger	paper towel hanger	50.26	56.29	45
Ceilling lamp (Hall way)	ceilling lamp	59.98	67.18	30
	Eco fee	0.15	0.17	
wall damage	flex scraper	13.25	14.84	120
	drywall compound	50.2	56.22	
	drywall tape	11.8	13.22	
sheer curtain		44.97	50.37	20
bathroom light bulbs	light bulb*4	69.96	78.36	20
	Eco fee	0.6	0.67	
kitchen spot lamp	light bulb	1.49	1.67	5
	Eco fee	0.3	0.34	
living room ceilling lamp	light bulb	9.99	11.19	10
Debbie's cleaning fee	3 hours* \$35	105	105.00	0
Whirlpool part		223.3	250.10	90
Total		757.1		390
Taxes/ Total labor hours		78.25		6.5
labor rate \$150 for the 1st hour and \$75 per additional hour				
Taxes not include Debbie's cleaning fee \$105 and Guest bedroom door \$556.5				
<b>Total</b>			835.35	1391.85
<b>RTB Filling Fee</b>				100
<b>Grand total</b>				<b>2054.35</b>

**Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

The Landlord provided a photograph of bedroom door with a roughly 1.5 inch diameter hole in it. The Tenant confirms their son caused the hole. The Landlord provided a copy of the receipt for replacing the door and amount of \$556.00. I find they are entitled to this amount.

Although the Landlord provided receipts for seven wall plates, they only provided photographs of the two broke wall plates, one is a one plug wall plate, and the second is a two switch and one plug wall plate. The photographs show the wall plate is cracked. The Tenant affirms the wall plates broke through normal wear and tear. I find the damage is not consistent with normal wear and tear. However, I find the Landlord only provided sufficient evidence to show that two wall plates were damaged and therefore is only entitled to compensation for two, in the amount of \$28.00.

The Landlord provided a photograph of the closed toilet and affirms that the seat was broken. However, it is not clear from said picture that anything is broken, and the Tenant denies it was damaged. I decline to award the Landlord compensation in regards to the toilet.

The Landlord provided photographs of a broken toilet paper holder and a broken towel bar, as well as receipts for their replacement. The Tenant affirms they broke during their tenancy, that they did not inform the Landlord, but that they broke due to normal wear and tear. I find the Landlord has provided sufficient evidence to be entitled to compensation in the amount of \$56.79.

Both parties agree the Tenant's son broke the ceiling light in the hallway. The Landlord provided a receipt for its replacement. I find the Landlord is entitled to compensation in the amount of \$67.79.

The Landlord provided photographs of the rental unit showing damage to the walls. The Tenants deny the existence of most of the wall damage but confirm they attached a basketball hoop to one of the walls. The move out CIR mentions wall damage to the walls in the hallway. The Landlord provided receipts for drywall compound, drywall tape and a scraper. I find the Landlord has provided sufficient evidence to be compensated for the drywall compound and tape in the amount of \$70.06. However, I decline to award compensation for the scraper as it is a tool they can use again in the future and betterment is not the purpose of compensation.

The Landlord provided a photograph of a sheer curtain with a long rip in it. The Tenant affirms there was only a small hole in the curtain, and it was there when they moved in. The move in CIR indicates the curtain was in fair condition, while the move out CIR indicates it is damaged. I find it most likely there was a small hole in the curtain at the start of the tenancy and the Tenant caused either a separate rip or tore the small hole. The Landlord provided a receipt for its replacement, but I find they are not entitled to the full amount as the curtain was only in fair condition at the tenancy start. I find an appropriate amount of compensation to be \$28.25.

The Landlord provided receipts for six lightbulbs. The Tenant confirms the lightbulbs burned out and not replacing them as he believes it is the responsibility of the Landlord. Policy Guideline 1 states the tenant is responsible for replacing light bulbs in his or her premises during the tenancy. Therefore, I find the Landlord is entitled to \$82.00 in compensation.

The Landlord affirms they replaced a part in the dryer and provided a receipt to support this. They also provided a photograph of the part in place, showing it to be severely discoloured. However, they affirm the dryer was still working prior to the part being replaced. The Landlord also provided a copy of a chat with a company agent including the following,

Agent: I am sure that not cleaning the unit probably is the main reason to the issue. Oh my, it's amazing it was still working after that much lint is in the unit. I bet it took a long time to dry the clothes due to that build up. It probably needs to be totally cleaned out.

You: Right? I was so scared. It could be dangerous if they kept using the dryer like that.

Agent: I agree, they were lucky it didn't break the appliance or cause a fire.

You: I told them exactly the same thing!

I find the Landlord failed to provide sufficient evidence the dryer was actually broken and needed the part replaced; I decline to award compensation relating to the dryer.

The Tenant is requesting, for the above work, compensation for 5 hours of labour calculated at \$150.00 for the first hour and \$75.00 for additional hours. They affirm their husband did the work himself. As the Landlord provided no evidence that her husband is a certified professional, I find they are entitled to \$103.20 of compensation for labour.

I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act in the amount of \$992.09.

**Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?**

The Landlord affirm the Tenant arranged for an initial three hours of cleaning to be done and then left the rental unit, telling the cleaner that if further additional hours of cleaning was required to bill the Landlord. The Landlord provided a receipt for an alleged three further hours of cleaning. The Tenant denies giving the cleaner any instructions to bill the Landlord.

Although the Landlord provided photographs of the unit, I find them to be insufficient evidence to substantiate six hours of cleaning and therefore decline award the Landlord compensation for cleaning.

The Landlord's application for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed without leave to reapply.

**Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?**

As I find that neither party extinguished their right to the tenancy agreement and the Landlord applied for dispute resolution within the timeline allowed by the Act, the

Landlord is entitled to retain the full amount of the monetary award from the Tenant's security deposit.

**Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?**

As Landlord was successful in their application and the full amount of the security deposit will be retained by the Landlord, I dismiss the Tenants application for a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act.

**Is the Landlord entitled to recover the filing fee for this application from the Tennant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was not successful in their application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$1,092.09** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$992.09
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$ 1,092.09</b>

The Landlord may retain the Tenant's security deposit of \$1050.00, plus \$42.09 of interest, a total of **\$1,092.09**, as full satisfaction of the monetary order.

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: December 23, 2024

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Residential Tenancy Branch