

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed on November 8, 2024, under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- 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

This hearing dealt with the Tenant's Application for Dispute Resolution filed on November 13, 2024, under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of double their security deposit and pet damage deposit and for other money owed.

Both parties appeared and are noted on the covering page of this Decision

This matter commenced on January 20, 2025, and was not completed due to insufficient time. The interim decision date January 20, 2025, should be read in conjunction with this Decision. The matter was scheduled to be reconvened on February 6, 2025, and was adjourned to lack of time. The interim decision dated February 7, 2025, should be read in conjunction with this Decision. On April 3, 2025, the matter was reconvened and was concluded.

Issues to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to monetary compensation for damages?

Is the Landlord entitled to retain the security deposit in partial satisfaction of the claim?

Is the Tenant entitled to double their security deposit and pet damage deposit or other money owed?

Background, Evidence and Analysis

The parties have an acrimonious relationship which was demonstrated throughout the hearing as there were constant interruptions and arguments.

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. Accordingly, each party must prove each of 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 as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage

The parties agreed that they entered a fixed term tenancy which began on June 1, 2023, and was to expire on May 31, 2024. Rent in the amount of \$4,250.00 was payable on the first day of each month. The Tenant paid a security deposit of \$2,125.00 and a pet damage deposit of \$2,125.00 (Deposits). The tenancy ended on May 31, 2024.

The parties agreed that a move-in condition inspection report was completed in accordance with the Act. A move-out inspection report was not completed. The parties agreed that the Tenant and the Landlord's agent, met at the rental unit on May 31, 2024, and the keys were returned. The Landlord stated that they provided their agent and the Tenant a copy of the inspection report so it could be completed and their agent never mentioned anything about it. The Landlord stated that the Tenant had every opportunity to fill in the inspection report. The Tenant stated that the Landlord's agent was the Landlord's father and did not want to be involved and only was there to pick up

the keys. The Tenant stated that they had informed the Landlord's agent that they would be back on June 1, 2024, to finish off the cleaning and to pickup their remaining items and they were informed to deal with the Landlord.

In this case, it is the Landlord's responsibility to conduct with the Tenant the move-out condition report or issue a Final Notice of Opportunity for Inspection. The Landlord's agent did not do the move-out condition inspection report with the Tenant on May 31, 2024, which I find is a breach of the Act. I find the Landlord breached the Act when they failed to conduct a move-out condition inspection with the Tenant. I find the Landlord had extinguished their right to claim against the Deposits for damages to the rental unit; however, as the Landlord was claiming other relief under the Act, which is not considered damage, I find the Landlord was entitled to hold the Deposit until those issues were determined.

Landlord's application - The landlord claims \$33,280.29 as follows:

DAMAGES	COST	COMMENTS
BREACH OF LEASE AGREEMENT (MULTIPLE ITEMS)	\$ 4,500.00	VAPING & SMOKING IN THE UNIT, BREACH OF STRATA BY LAWS, EVICTION NOTICES, NON REMOVABLE STENCH IN THE CONDO
LATE RENT PAYMENT (7 MONTHS)	\$ 182.00	EVERY MONTH HAD TO CHASE TENANT FOR RENT IN ADDITION, I SENT 2 EVICTION NOTICES
UNRENTABLE UNIT DUE TO DAMAGES	\$ 4,250.00	UNRENTABLE FOR 1 MONTH FOR REPAIRS & FILTHY, DOG HAIRS, BODY FLUID STAINS, DAMAGES THROUGHOUT THE PROPERTY
ELAINE'S TIME \$100/HR	\$ 4,000.00	THE EXTRA WORK AND NUISANCE CREATED BY THE TENANT, I AM BEING CONSERVATIVE
FURNITURE & CARPET SHAMPOO	\$ 315.00	CLEANING
MOVE OUT CLEAN (INSIDE)	\$ 540.00	CLEANING
PATIO CLEAN & DISPOSAL OF JUNK	\$ 120.00	GARBAGE & JUNK DISPOSAL
DECLOG MASTER BATHROOM SINK	\$ 315.00	
REPLACE KITCHEN FAUCET SPRAYER (PARTS)	\$ 134.48	
REPLACE KITCHEN FAUCET SPRAYER (LABOUR)	\$ 252.50	
SHOWER HEAD HOLDER REPLACEMENT (PARTS)	\$ 84.00	
SHOWER HEAD HOLDER REPLACEMENT (LABOUR)	\$ 100.00	
SCRATCHES TO DARK WOOD TV CABINET	\$ 1,500.00	
SCRATCHES TO DARK WOOD BEDROOM DRESSER + TABLES	\$ 5,000.00	
DAMAGED TO THE DINING ROOM TABLE	\$ 2,200.00	
DAMAGED PATIO ALL CUSHIONS PURPOSELY RIPPED	\$ 1,000.00	BRAND NEW PATIO SET DESTROYED
DAMAGE TO WALL AT SECOND BEDROOM	\$ 1,000.00	
DAMAGE TO DOOR AT SECOND BEDROOM	\$ 1,000.00	
DOOR STOP MISSING AT SECOND BEDROOM	\$ 50.00	
DAMAGE TO WALL AT EXTERIOR ENTRY	\$ 500.00	
DAMAGE TO LAUNDRY DOOR & HARDWARE	\$ 2,000.00	
WHITE GARBAGE BINS MISSING X3	\$ 30.00	
LIVING ROOM ARTWORK BROKEN X2	\$ 300.00	CANNOT REPLACE DISCONTINUED
CHIP AT ENSUITE DOOR FRAME	\$ 500.00	
BATTERY NOT REPLACE AT EXT DOOR SECURITY SIREN	\$ 10.00	
PATIO DOOR LEVER LOOSE	\$ 200.00	
BATHROOM PHOTO DAMAGED	\$ 100.00	
MASTER BATHROOM TOWEL BAR FELL OFF WALL	\$ 200.00	LABOUR AND PARTS
MISSING LOCK & KEY AT PATIO GATE	\$ 100.00	
SMOKE DETECTORS DISABLED AND NO LONGER WORKING x2	\$ 509.25	
CHIPS TO FREEZER, SUNCREST CABINETS	\$ 2,000.00	
PATIO HOSE SPRAYER BROKEN	\$ 50.00	
BREACH OF CONTRACT		
HVAC FILTER REPLACEMENT X2	\$ 100.00	PER LEASE AGREEMENT
FRIDGE FILTER REPLACEMENT X1	\$ 38.06	PER LEASE AGREEMENT
CHANDELIER LIGHTBULBS NOT REPLACED X2	\$ 30.00	PER LEASE AGREEMENT
OVEN LIGHT BULB NOT REPLACED	\$ 70.00	PER LEASE AGREEMENT
TOTAL DAMAGES	\$ 33,280.29	
MINUS DEPOSIT AMOUNT	\$ 4,250.00	
COMPENSATION BALANCE DUE	\$ 29,030.29	

At the outset of the hearing, I asked the Landlord if they provided receipts for any of the furniture or alleged damages as the only receipts provided were for rug and furniture

cleaning, smoke detector replacement, kitchen faucet replacement, cleaning, bathroom slider replacement, drain cleaning, patio cleaning – junk removal, and Fridge filter replacement.

The Landlord stated that they have not provided any receipts as they have not done any of the other repairs. The Landlord stated that they are a professional interior designer and they provided an estimate of the costs and there was no need to provide any estimates from an independent contractor.

BREACH OF LEASE AGREEMENT

The Landlord testified that the Tenant breached the lease agreement by vaping in the unit, violating strata bylaws, failing to pay rent on time, and they issued eviction notices. Additionally, there is a non-removable stench in the rental unit. The Landlord seeks compensation of \$4,500.00. I did not need to hear from the Tenant. The Landlord is not entitled to compensation simply because the Tenant may have breached the Act. The Landlord's option, if there was a breach of the tenancy agreement, was to end the tenancy under section 47 of the Act or make a claim for damages for the specific item, such as strata fees. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

LATE RENT PAYMENT

The Landlord testified that every month they had to chase the Tenant for rent and issued two eviction letters. The Landlord confirmed there is no late rent fee written in the tenancy agreement. The Landlord seeks the cost of \$182.00. I did not need to hear from the Tenant. The tenancy agreement does not state a late fee would be charged for late payment of rent. I find the Landlord is not entitled to late fees. Therefore, I dismiss this portion of the Landlord claim without leave to reapply. Further, the Landlord is not entitled to compensation for issuing eviction notices. This is simply the role of a landlord conducting business. Therefore, I dismiss this portion of the Landlord claim without leave to reapply.

LANDLORD'S TIME

The Landlord testified that the Tenant was a nuisance and seeks compensation of \$100.00 per hour, totaling \$4,000.00. I did not need to hear from the Tenant. The Landlord is in the business of renting, and even if the Tenant was a nuisance, this does not entitle the Landlord to compensation. The Landlord's option was to end the tenancy if they had a valid reason. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

FURNITURE & CARPET SHAMPOO and MOVE OUT CLEAN (INSIDE)

The Landlord testified that the furniture and carpet were not cleaned at the end of the tenancy and were dirty due to the Tenant's pet. The Landlord stated that the Tenant agreed in the tenancy agreement to have these items cleaned at the end of the tenancy and to provide an itemized receipt. The Landlord seeks to recover \$315.00 for furniture and carpet cleaning. Filed in evidence is the receipt which shows the work was completed on June 2, 2024.

The Landlord testified that the Tenant did not leave the rental unit clean at the end of the tenancy. The Landlord stated that the entire rental unit required cleaning and hired a company that sent two workers for 6 hours of cleaning (totaling 12 hours). The Landlord seeks to recover \$540.00. Filed in evidence is a receipt which shows the work was completed on June 3, 2024.

The Tenant acknowledged that they did not steam clean or shampoo the carpets or furniture at the end of the tenancy because they were clean. The Tenant stated that they vacuumed the carpets and admitted they had a pet living in the rental during the tenancy. The Tenant testified that they were late moving out on May 31, 2024, and the Landlord would not let them come back to clean on June 1, 2024. The Tenant stated that the rental unit was not dirty, and that the Landlord is exaggerating. The Tenant admitted there was some minor cleaning needed, such as breadcrumbs in a cupboard and some dust. The Tenant stated that at most, it would only require 3 hours of cleaning, not 12 hours.

Under Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises (PG#1), the Tenant may be expected to steam clean or shampoo the carpets at the end of the tenancy, regardless of the length of tenancy, if they had pets. The Tenant had a pet and was required, by PG#1 and in their tenancy agreement to clean the furniture and carpets. I find the Tenant breached the Act and the terms of their tenancy agreement. I find Landlord is entitled to recover from the Tenant for cleaning the carpets and furniture in the amount of **\$315.00**.

I accept there were some minor deficiencies in the rental unit as the Tenant ran out of time on May 31, 2024. However, I disagree with the Landlord that it would take 12 hours of cleaning to bring it to a reasonable standard. This is not the standard of the Landlord. I find it more likely than not that the Landlord was bringing the rental unit to a higher standard than required by the Act. I will grant the Landlord half the amount claimed as six hours is more than sufficient. I find the Tenant owes the Landlord **\$270.00**.

PATIO CLEAN & DISPOSAL OF JUNK

The Landlord testified that the Tenant had left items in the rental unit, and they had arranged with the police that the Tenant could pick up those items. However, the Tenant did not attend when the police attended, and they were told to put those items outside for the Tenant to pick up. The Landlord stated that they sent the Tenant two emails to retrieve those belongings, and the Tenant did not pick them up, so they paid for their disposal. Filed in evidence is a receipt.

The Landlord testified that the Tenant is claiming that they are keeping their belongings; however, they had over two days to pick them up.

The Tenant testified that they were at the rental unit on June 1, 2024, to pick up their remaining items. The Tenant stated that have no idea why the Landlord was so hostile and why they could only pickup their items with the police in attendance. The Tenant stated that they waited all morning for the police to arrive. The Tenant stated that they did leave, and they may have received a call from the police; however, they had other commitments. The Tenant stated that they could have comeback. The Tenant stated that they did receive communication from the Landlord that their items were outside and could be picked up. The Tenant stated that they did not go back and pick up those items.

In this case, I find the Landlord's behaviour was extremely inappropriate as they are in a business of renting, and it is not uncommon that often a tenant will leave items behind. The Landlord would only permit the return of the Tenants items in the presence of the police, which is an unreasonable use of those services as the Landlord could have put them outside without involving the police.

However, the Tenant could have returned when contacted by the police and could have attended after they were told their belongings were outside for pickup. The Tenant acknowledged they did not make any further attempt to pick up those items. As a result, the Landlord disposed of those items on June 4, 2024. Therefore, I find the Landlord is entitled to recover from the Tenant the disposal cost of **\$120.00**.

DECLOG MASTER BATHROOM SINK

The Landlord testified that the sink was clogged, and they had to hire a plumber to remove the blockage. The Landlord seeks to recover \$315.00. Filed in evidence is a receipt and the photograph of the debris that was pulled from the drain. The Tenant testified that they do not recall having any issues with the drain.

I accept that the drain was clogged; however, I have no way to determine if this is from the sole use of the Tenant, as it could simply be a build-up over time from reasonable use and would be the Landlord's responsibility to maintain. The Landlord did not provide any evidence that they had all the drains cleaned before the tenancy commenced. Further, the receipt shows that the plumber tested all the other drains. The Tenant would not be responsible for the Landlord's investigation work. I find the Landlord has failed to prove the Tenant is responsible for the clogged drain. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

REPLACE KITCHEN FAUCET SPRAYER (PARTS/LABOUR)

The Landlord testified that the kitchen faucet sprayer did not work as the buttons on the bottom were missing. The Landlord stated that they had to buy a new part and paid for labor to have it installed. The Landlord stated that if there was a problem with the faucet, the Tenant would have complained or sent an email to them. The Landlord seeks to recover the amount of \$386.98.

The Landlord filed photographs showing the covers or buttons missing from the faucet mechanism.

The Tenant testified that they do not understand how they can intentionally break the faucet only causing the buttons to fall off. The Tenant stated that the buttons were just aging under reasonable use.

In this case, I have reviewed the photographs of the faucet, which do not show the faucet is damaged in any other way except for the missing buttons. This would suggest the buttons more likely fell off during normal use. It is the Landlord's responsibility to maintain and repair. There is no evidence that would lead me to believe this was caused by the neglect of the Tenant. Therefore, I dismiss this portion of the Landlord's without leave to reapply.

SHOWER HEAD HOLDER REPLACEMENT (PARTS/LABOUR)

The Landlord testified that the showerhead slider had to be replaced because the showerhead would not stay in position. The Landlord stated they do not know what happened. The Landlord seeks to recover the cost and labor of \$184.00. The Tenant testified that they did not cause damage to this slider. The Tenant stated that this is an absurd claim by the Landlord. I find the Landlord has failed to prove the slider was damaged by the neglect of the Tenant. I find it more likely than not the slider became loose over normal use. It is the Landlord's responsibility to maintain and repair. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

SCRATCHES TO DARK WOOD TV CABINET, BEDROOM DRESSER, AND TABLES

The Landlord testified that the furniture is from Italy and is made of walnut and of good quality as they are an interior designer. The Landlord stated that the bedroom dresser and table were scratched by the Tenant as well as the television console. The Landlord stated that they have not replaced the items as they are not replaceable. The Landlord seeks to recover the estimated value of \$6,500.00. Filed in evidence are photographs and videos. The Tenant testified that they deny causing any damage to the Landlord's furniture.

In this case, I am not satisfied the Tenant caused damage to the furniture. At most, I find the scratches are superficial, and it is unreasonable that the Landlord is claiming replacement value, as a quality wood product can be repaired or refinished.

The move-in inspection report does not show the furniture was inspected, nor do I have any pictures of the furniture when the Tenant moved into the premises. The Landlord must expect that there will be reasonable wear and tear on furniture. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

DAMAGED TO THE DINING ROOM TABLE

The Landlord testified that the Tenant caused damage to the concrete dining room table, which was made to look like stone, and there were holes all over the table. The Landlord seeks to recover an estimated value of \$2,200.00. The Tenant denies they did any damage to the concrete table. The Tenant stated if they purposely caused damage, it would not be tiny pin holes. The Tenant stated that they have no idea how the Landlord can prove this amount.

I am not satisfied that the Tenant cause damage to the concrete table. The concrete table appears in the photographs to be in exceptional condition. While I accept there appears to be very minor pin holes or what I would describe as minor pitting. I find this is more likely than not the nature of the concrete product. I find the Landlord's claim is unreasonable and I do not accept the concrete table needs to be replaced. Therefore, I dismiss this portion of the Landlords claim without leave to reapply.

DAMAGED PATIO ALL CUSHIONS

The Landlord testified that the Tenant purposely ripped the cushions on the patio furniture destroying the entire set. The Landlord seeks to recover \$1,000.00.

The Tenant denied they cause damage to the cushions.

The photographs of the Landlord have provided do not support the cushions were purposely ripped. The Landlord refers to an area that the tags were removed along the seam. I see no obvious damage in the photographs, and it appears, the seams are unravelling, all appear minor and could be repaired with needle and thread. I find the Landlord's claim to replace the furniture is unreasonable. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

DAMAGE TO WALL, DOOR AT SECOND BEDROOM, MISSING DOORSTOP

The Landlord testified that they do not know what happened to the door, but it looks like it was a hole and the patched with some kind of putty on top. The Landlord stated that the bedroom wall had damage which was the size of their hand, and the Tenant made an attempt to fill it, but it was not sanded or painted. The Landlord stated that the doorstop was also missing. The Landlord stated that they have not made any of the repairs or replaced the doorstop. The Landlord seeks to recover \$2,050.00

The Tenant testified that they do not remember putting any putty on any wall or door. The Tenant stated that they do not know anything about a missing door stop.

The photographs the Landlord provided shows what I find to be minor wear and tear, in the area of the door and wall. However, it does not look like it has been patched or filled by the Tenant as the colour of this area is identical to the original paint. Further, this would be considered reasonable wear and tear. While I accept the doorstop may be missing, and even if I accept this was caused by the Tenant, I find the Landlords claim of \$2,050.00 is unreasonable as the cost to repair these minor issues would not cost \$2,050.00. Therefore, I dismiss this portion of the claim without leave to reapply.

DAMAGE TO WALL AT EXTERIOR ENTRY

The Landlord testified that the Tenant caused damage to the wall of the exterior entry. The Landlord seeks to recover \$500.00. The Tenant testified that they did not cause any damage.

The photograph referred to by the Landlord shows a minor indent in the wall, which can be considered wear and tear. Further, the Landlord claim for \$500.00 is unreasonable. Therefore, I dismiss this portion of their claim without leave to reapply.

DAMAGE TO LAUNDRY DOOR & HARDWARE

The Landlord testified that for some reason the laundry door would not close and was broken at the bottom. The Landlord stated that they do not know if the Tenant took the door off causing damage. The Landlord stated that it is not a chip in the door, as it was broken off and glued back on, as the Tenant attempted to repair the door. The Landlord stated that the door was four years old. The Landlord claims \$2,000.00.

The Tenant testified that they did make the nick in the door, and are responsible, but the door is not broken. The Tenant stated that do not agree that the Landlord claim for \$2,000.00 is reasonable.

I have reviewed the video recording of the Landlord. While I accept the door does not close property. However, the video clearly states they do not know why. This simply could be an adjustment to the door hinge, which this is the responsibility of the Landlord. Further, the Landlord refers that the door as being chipped in the video.

While the Tenant indicated that they were responsible for the chip at the bottom of the door; however, I find the Landlord's claim for \$2,000.00 unreasonable and not justified. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

GARBAGE BINS MISSING X3

The Landlord testified that there were three white garbage bins that the Tenant was provided, and they were missing. The Landlord seeks to recover \$30.00.

The Tenant testified that they do not remember taking any garbage bins. The Tenant stated that the Landlord is providing estimates, which there is no proof that they were replaced, such as receipts.

In this case, I find the Landlord has not provided a receipt, which would support the garbage bins were missing at the end of the tenancy and replaced. I find the Landlord has failed to prove they suffered a loss without leave to reapply. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

LIVING ROOM ARTWORK BROKEN X 2

The Landlord testified that one of the art frames was cracked. The Landlord stated that they tried to replace the frame and when they went to IKEA the same frame was discontinued. The Landlord stated that they had to buy two frames, so they could put

the photograph back in one and replace the other frame that was below this picture so they would match. The Landlord stated that they drove to get the frames and to do all the labour. The Landlord seeks to recover \$300.00

The Tenant testified that they did not cause any damage to the picture frame, and they did not knock it off the wall. The Tenant stated that the Landlord's is absurd claiming for \$300.00 for cheap IKEA paintings.

I have reviewed the photograph provide by the Landlord. The joint of the frame has come apart, there is no other damage to the frame. Even, if the frame accidentally fell of the wall, this would not justify the Landlord s claim to replace both frames simply, so they match. I find the Landlord's claim for \$300.00 is unreasonable. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

CHIP AT ENSUITE DOOR FRAME

The Landlord testified that there was a chip on the door frame. The Landlord stated that they think the Tenant caused the damage by using an exercise bar that you pull yourself up on, as the Tenant had left something like this behind. The Landlord stated that the chip has not been repaired because as stated multiple times throughout the hearing, that they are not going to fix any of the damages until they get the money from the Tenant. The Landlord seeks to recover \$500.00.

The Tenant testified that they never used any type of gym equipment on the door frame. The Tenant stated that the chip in the door frame is reasonable wear and tear and its absurd that it would cost \$500.00 to paint a minor chip.

I have reviewed the photograph of the Landlord which shows to be minor wear and tear as small chip in a door frame can be made under reasonable use. Further the amount claimed by the Landlord is unreasonable. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

BATTERY NOT REPLACE AT EXT DOOR SECURITY SIREN

The Landlord testified that the Tenant did not replace the battery at the exit door security siren, and they had to pay \$10.00 for the battery. The Landlord did not provide a receipt. The Tenant stated that they have no idea what the Landlord is talking about.

PG#1 states it is the Landlord responsibility to replace batteries and test smoke detectors. I find it is reasonable that this PG#1 would apply to batteries for security

systems. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

PATIO DOOR LEVER LOOSE

The Landlord testified that the patio door lever was loose and just wiggles around. The Landlord stated that they do not know if it needs tightening as they have not had it fixed. The Landlord seeks \$200.00.

The Tenant testified that it was functioning. The Tenant stated that the Landlord keeps making estimates and does not even know what the problem is. The Tenant stated that the situation is like all the other claims and is establishing a pattern.

I am not satisfied that the loose door lever is the responsibility of the Tenant. The Landlord is responsible for maintaining and making repairs to the rental unit. The Landlord has not had the lever inspected, nor has the Landlord made the repair. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

BATHROOM PHOTO DAMAGED

The Landlord testified that they are withdrawing this part of their claim. I note the photograph the Landlord provide of the alleged damage appears that the picture slipped inside the frame, there is no damage to the frame.

MASTER BATHROOM TOWEL BAR FELL OFF WALL

The Landlord testified that the master bathroom towel bar fell off the wall and had to be reinstalled. The Landlord stated that the Tenant never reported that the towel bar fell off during the tenancy. The Landlord stated that they paid \$200.00 cash to a handyman as it had to be installed right away.

The Tenant testified that they had a full-sized towel on the towel rack, and it fell off. The Tenant that the Landlord is over inflating their claim.

I have reviewed the Landlord video recording. I find there is no evidence that leads me to believe the towel bar was not used for the intended purpose. The video recording simply shows that the towel bar is loose, there is no damage to the wall to which it is attached or the towel bar. I find it is the Landlord responsibility to make repairs to the rental unit. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

MISSING LOCK & KEY AT PATIO GATE

The Landlord testified that at the end of the tenancy the missing lock and key to the patio gate was missing as they were there for security purposes. The Landlord stated that they have not replaced the missing lock because they are waiting for the Tenant to pay for the cost. The Landlord seeks to recover \$100.00. The Tenant testified that they do not remember getting a lock or gate key. The Tenant stated they returned all the keys that they were given.

I am not satisfied that the Tenant was ever provided with a lock or key to the gate. The move-in condition inspection report refers to the tenancy agreement. I do not see anything in the tenancy agreement that would suggest the Tenant was given a patio lock or gate key. Further, the Landlord has not replaced the lock or key, which is unreasonable if this was intended for security purposes. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

SMOKE DETECTORS DISABLED AND NO LONGER WORKING x2

The Landlord testified that the Tenant had disabled the smoke detectors in the kitchen and bedroom, which were removed from the ceiling, and they were sitting on the table, and they were no longer working. The Landlord stated that they paid to replace the smoke detectors in the amount of \$509.25.

The Landlord testified that the smoke detectors were working fine when the Tenant moved into the premise; however, they were four years old. Filed in evidence is a breakdown of the cost of replacing the smoke detectors.

The Tenant testified that they only removed the batteries from the smoke detectors as they kept going off as they were loud.

Smoke detectors are a critical part of any building, as they are designed to raise an alarm to alert occupants of the building of potential fire. I find the Tenant breached the Act, when they removed the batteries, this may have damaged the detectors. Smoke detectors have a useful lifespan of 10 years, as set out in PG 40. Therefore, I find it appropriate to grant the Landlord 60 percent of the value in the amount of **\$305.55**.

CHIPS TO FREEZER, SUNCREST CABINETS

The Landlord withdrew this portion of their claim.

PATIO HOSE SPRAYER BROKEN

The Landlord testified that the patio hose sprayer was broken as it was not working anymore. The Landlord stated that they did not replace the sprayer. The Landlord seeks to recover \$50.00.

The Tenant testified that they never used the patio garden hose sprayer, and they did not break it.

I am not satisfied that the Tenant caused damage to the sprayer attached to the patio hose. Simply because it no longer worked, I find this does not prove it was not working due to the Tenant's negligence. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

HVAC FILTER REPLACEMENT X 2

The Landlord testified that the Tenant was to replace the filters every three months. The Landlord stated that the Tenant did not do so, and they seek to recover two filters that they had failed to replace during their tenancy. The Tenant stated that they did not always have time to change the filters.

I accept the Landlord has a term in their tenancy agreement that the Tenant is responsible to pay for the replacement of HVAC filters, every three months. However, I find that to be unconscionable. The Landlord under PG#1 is the responsibility of the Landlord to maintain and service these systems. I find the Landlord cannot transfer their responsibility under the Act; to maintain and repair their premise through a tenancy agreement. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply. In addition, section 5 of the Act states that any attempt to contract outside the Act has no effect, which I find the Landlord was attempting to do. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

FRIDGE FILTER REPLACEMENT X 1

The Landlord testified that the Tenant was given a new refrigerator filter and the start of the tenancy and was to leave a new filter at the end of the tenancy as per the tenancy agreement. The Landlord seeks to recover the cost of \$38.06.

The Tenant testified that they were never told that if they did not purchase a new water filter at the end of the tenancy, that they would be charged for it.

I accept the Landlord left a new water filter for the tenant at the start of the tenancy and the tenancy agreement states that a new filter should be purchased and put on the counter at the end of the tenancy. However, I find this term unconscionable as this is for the benefit of the Landlord or the incoming renter. If the Landlord wants to provide a new filter for the benefit on the incoming renter that is their personal choice. This could be considered normal maintenance of a refrigerator, which is the Landlord's responsibility. Therefore, I dismiss this portion of the Landlord claim without leave to reapply.

CHANDELIER LIGHTBULBS NOT REPLACED X 2 and OVEN LIGHT BULB NOT REPLACED

The Landlord testified that the Tenant did not replace two of the chandelier light bulbs that were out at the end of the tenancy. The Landlord seeks to recover the cost of \$30.00.

The Landlord testified that the oven light bulb was not replaced at the end of the tenancy. The Landlord seeks to recover the cost of \$70.00.

I accept that there may have been two lights out in the chandelier. However, I am not satisfied the oven light burnt out. I find the Landlord claim of \$100.00 for three light bulbs excessive, no receipts were provided to support the value. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

UNRENTABLE UNIT DUE TO DAMAGES

The Landlord testified that the rental unit was unrentable due to damages. I have reviewed the video evidence of labeled Move Condition Videos 1 – 11. The videos do not support the fact that the rental unit was unrentable due to damage. While there may have been minor cleaning; however, the Landlords receipts show this was done by June 3, 2024.

Further, the Landlord has consistently said throughout this hearing that they will not be making the repairs unless paid by the Tenant. I find that it is unreasonable if they claim the rental unit is not rentable. Additionally, the premises has been occupied since July 2024, without the repairs completed this leads me to question the credibility of the Landlord as if it was unrentable, it would also be unlivable. Therefore, I dismiss this portion of the Landlord's claim without leave to reapply.

Conclusion of the Landlord's claim

I find that the Landlord has established a total monetary claim of **\$1,110.55** comprised of the above described amount(s) and the \$100.00 fee paid for this application.

Tenant's application

As I have previously found in the Landlord's application, the Tenant did have an opportunity to pick up their belongings. I dismiss this portion of the Tenants application.

In this case, the Tenant has applied for double the Deposits. Both parties had made previous cross applications that were scheduled to be heard on September 19, 2024. On September 20, 2024, the interim decision shows that the Landlord's application was dismissed with leave to reapply. However, the interim decision shows that the Landlord's claim to retain all or part of the Tenant's security deposit and pet damage deposit will be addressed as part of the Tenant's application for dispute resolution, as they would otherwise be beyond the timeline to apply against the security deposit.

On October 17, 2024, the Tenant's application was considered and dismissed with leave to reapply. The Arbitrator, in error did not address the Deposits at the conclusion of the hearing. The return of the Deposits should have been returned to the Tenant on the original amount held, as directed in PG 17. Neither party filed a review consideration that the director did not determine an issue that the director was required to determine.

Based on the above, I find the Tenant is not entitled to double as the Landlord did file within 15 days claiming against the Deposits in the previous application. It was an oversight of the Arbitrator that this issue was not determined that was required to be determined. I find it would be unreasonable for me now to double the Deposits.

As the Tenants application for doubling the Deposits and other money owed was not granted. I do not grant the Tenant the cost of the filing fee.

Offset of Deposits

As the Landlord is holding the Deposits of \$4,250.00, which have accrued interest of \$175.95 for a total of \$4,425.00. I find it reasonable to offset the Landlord monetary award of \$1,110.55 with the Deposits. I authorize the Landlord to keep \$1,110.55 from the Deposits in full satisfaction of their claim. The balance of **\$3,314.45** must be immediately returned to the Tenant. I grant the Tenant a formal order for the return of the balance of their Deposit, under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **Landlord is cautioned** that costs of such enforcement are recoverable from the Landlord.

Conclusion

The landlord is granted a monetary order and may keep a portion of the Deposit in full satisfaction of the claim. I grant the Tenant a formal order for the balance due.

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: April 10, 2025

Residential Tenancy Branch