



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Landlords: **MNDL-S, LRSD, FFL**
Tenant: **MNDCT, MNSD, FFT**

Introduction

This hearing dealt with the Landlords' Application under the *Residential Tenancy Act* (Act) for:

1. A Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit under sections 38 and 67 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Tenant's cross Application under the Act for:

1. An Order for compensation for a monetary loss or other money owed under section 67 of the Act;
2. An Order for the return of part or all of the security deposit under section 38 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

Landlord ERH, Landlord JW, property manager AP, property manager MJ, witness ZS attended the hearing for the Landlords.

Tenant BW, witness HS attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding and evidence (Proceeding Package)

The Landlords testified that they served their Proceeding Package by email containing a drop box link on April 19, 2024. The Tenant confirmed receipt of the Proceeding

Package. I find that the Tenant was deemed served with the Proceeding Package on April 22, 2024 in accordance with sections 43(2) and 44 of the *Residential Tenancy Regulation* (Regulation).

The Tenant testified that they served their Proceeding Package by email containing a drop box link on October 17, 2024. The Tenant stated that the parties have a signed Address for Service form #RTB-51 that permits service by email. The Landlords confirmed receipt of the Proceeding Package. I find that the Landlords were deemed served with the Proceeding Package on October 20, 2024 in accordance with sections 43(2) and 44 of the Regulation.

Service of Evidence

The Landlords served a final Monetary Order Worksheet form #RTB-37 and receipts to the Tenant by email on November 1, 2024. The Tenant agreed to accept this service albeit late. I find that the Tenant was deemed served with the final monetary order worksheet and receipts on November 4, 2024 in accordance with sections 43(1) and 44 of the Regulation.

The Landlords said the Tenant served some of their evidence on October 31, 2024 which was late. As this matter spanned four hearing dates, I find that the Landlords had sufficient time to respond to the Tenant's late evidence. At none of the hearings, did the Landlords ask if they could produce responding evidence to the Tenant's late evidence. I find that the Landlords were sufficiently served with the Tenant's evidence on November 3, 2024 in accordance with section 71(2)(b) of the Act.

Issues to be Decided

Landlords' application:

1. Are the Landlords entitled to a Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit?
2. Are the Landlords entitled to recovery of the application filing fee?

Tenant's application:

1. Is the Tenant entitled to an Order for compensation for a monetary loss or other money owed?

2. Is the Tenant entitled to an Order for the return of part or all of the security deposit?
3. Is the Tenant entitled to recovery of the application filing fee?

Background and Evidence

I reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties confirmed that this tenancy began as a fixed term tenancy on July 30, 2015. The fixed term ended on July 31, 2016, then the tenancy continued on a month-to-month basis. At the end of the tenancy, monthly rent was \$2,270.00 payable on the first day of each month. A security deposit of \$980.00 was collected at the start of the tenancy and is still held by the Landlords.

The parties agreed that:

- The tenancy ended the latest April 3, 2024;
- The Tenant provided their forwarding address in writing on the move-out condition inspection report on April 3, 2024;
- The Landlords did not have an outstanding monetary order against the Tenant at the end of the tenancy;
- The Tenant did not agree in writing at end of tenancy that the Landlords could keep some or all of the security deposit;
- The parties participated in a move-in condition inspection of the rental unit on July 30, 2015, and the Landlords provided a copy of the move-in condition inspection report to the Tenant after the inspection was completed; and,
- The parties participated in a move-out condition inspection of the rental unit on April 3, 2024, and the Landlords provided a copy of the move-out condition inspection report to the Tenant by email on April 4, 2024.

Landlords' application and evidence:

The Landlords seek compensation for:

Item	Amount
Wood floor repair	\$787.50
Bulb & battery replacement	\$30.31
Rekeying	\$132.10
Drywall repair	\$393.75
Blind cleaning	\$603.75
Kitchen drawer repair	\$50.40
Balcony cleaning	\$298.47
Master bath cleaning	\$367.50
Electrical repair	\$100.43
Master glass wall replacement	\$2,500.00

Wood floor repair:

MJ testified that there were deep gouges in the primary bedroom and the living room floor. MJ stated this was more than normal wear and tear, and a flooring repair company came in and repaired the gouges as best as possible with the caveat that the *“Repairs will be noticeable”*. The uploaded receipt for the repair totaled \$787.50. The Landlords uploaded picture evidence to support this repair claim.

The move-in condition inspection report stated that the living room floors had normal wear and tear, some long scratches in front of the fireplace (wood), but were generally good. At move-out, it stated, *“candle wax on floor - damaged”*. For the master bedroom, at move-in, it stated *‘wood, normal W&T, some scratches’*, and at move-out, it stated, *“large scratches – damaged”*.

The Tenant stated they had been in the rental unit since July 2015, and the floors were redone in 2018. The scratches the Landlords show are superficial and mostly normal wear and tear. There was no evidence presented that showed negligence on the Tenant’s part. The Tenant said despite those submissions, there was one scratch in the second bedroom that they agree is more than normal wear and tear and they agreed to contribute 20% of the submitted invoice to cover that repair which would total \$157.50.

Bulb & battery replacement:

At the move-out inspection, the property managers noted that the fireplace was not working. The move-out condition inspection report notes that the fireplace remote is not working. They replaced the lightbulbs and batteries in the fireplace and it has been working since. The Landlords uploaded their receipt for this expense.

The Tenant said at the end of their tenancy, they could turn on the fireplace with the remote. The Tenant stated there was no heat coming on for the fireplace. The Tenant said that the electrical bulbs in the fireplace are specialty items, and it is not their responsibility to repair the fireplace.

Rekeying:

The Landlords received one set of keys back at the move-out condition inspection. The second set of keys were left in the Tenant's friend's car. The Tenant told the Landlords they were having surgery, and would be returning on April 11 or 12. The property managers heard nothing by these dates, so they had the rental unit rekeyed. The Tenant returned the key and fobs on April 24, but the locks had already been changed. The invoice submitted is for a service call, labour, pin sets, and keys.

The Tenant left the city for surgery right after they finished their move-out condition inspection. The Tenant returned to the city on April 11, but the Landlords had the rental unit rekeyed on April 12, 2024. The Tenant said that the Landlords never followed up with them about the rekeying despite the fact that the Landlords had two sets of keys already. The Tenant stated that the Landlords did not do whatever is reasonable to minimize the damage or loss. The Tenant returned the keys on April 25, 2024.

Drywall repair:

MJ testified they had to repair a patch of drywall in the second bedroom, near the light switch. Drywall patching is noted on the move-out condition inspection report for the second bedroom. The uploaded invoice described the work done as "*Drywall Repair – [address of building]*". The Landlords uploaded two pictures for where this drywall repair was needed.

The Tenant acknowledged that they did cause the drywall damage in the wall, and their partner was willing to complete the repair. The Landlords did not take them up on the repair work offer. The Tenant offers 25% of the repair cost because they were willing to do the repair for the Landlords.

Blind cleaning:

The property managers found that all the blinds in the rental unit were in a very dirty condition. They noticed a sort of a burn mark in the blind in the second bedroom, and they found the blind cords were jammed in the living room. The Landlords uploaded two

pictures of dirty blinds in the rental unit, one of which was a blind located in the master ensuite window. The Landlords uploaded a receipt showing:

Wash 3 blind	135
3 X 45 = 135	
Wash 6 blinds	390
6 X 65 = 390	
Pick up and drop off	50
Total	575
GST	28.75
TOTAL:	603.75

The move-out condition inspection report notes that the blinds were dirty in the living room and the second bedroom.

The Tenant said the Landlords only uploaded two photos of blinds. The Tenant said both pictures were of the bathroom blinds. The master bedroom, second bedroom, and the living room have sliding glass doors out to the patio and each window is covered with two blinds each, a blackout and a shade blind. There are no pictures of the master bedroom, second bedroom, and living room blinds, and there are no pictures that show the alleged burns in the second bedroom blind. The Tenant declines to compensate for any of the blinds cleaning due to lack of proof of damage.

Kitchen drawer repair:

AP testified that one drawer was broken in the kitchen. The Landlords uploaded a picture of the drawer front broken off the drawer. The repair invoice notes, "*Repair 1 drawer box with Hettich parts*" and totals \$50.40 paid by mastercard.

The Tenant said they had already spoken to the property managers about the kitchen drawer that was broken. The Tenant said that the condo was 17 years old, and the cabinetry in the unit was similar to IKEA cabinetry. The plastic piece that broke off connects the drawer to the runner and the Tenant did not think they could get another plastic piece to repair the drawer.

The Tenant had sent a text message to the property managers about the broken drawer, and they uploaded this text message stream with the property managers. On September 12, 2023 the property manager said, "... *I've also sent out a request to another contractor for the kitchen drawer. I'll be in touch soon once I've heard something.*" The Tenant testified the no one ever came to repair the drawer. The Tenant

argued that this repair was the Landlords' responsibility, and the property managers failed to have it completed.

Balcony cleaning:

AP testified that the balcony was left very dirty, and they had it cleaned as noted on the uploaded invoice. The Landlords' pictures show a dirty balcony off the living room. The move-out condition inspection report notes that the front and rear entrances are good, and the patio/balcony doors were dirty.

The Tenant said there was construction in the area that made their patio dusty. The Tenant said there were spots on the patio tiles that did not come clean. They were not allowed to have water run off the balcony, but they did the best job they could to get the balcony clean.

Master bath cleaning:

The Landlords had the tile in the master shower enclosure cleaned. The walls and trim in the master ensuite are noted on the move-out condition inspection report as 'fair', and the tub/shower/taps/stopped are 'good'. The invoice notes, "*Tile cleaning – Clean tiles with pressure extractor*".

The Tenant said the tiles and frosted glass in the master bathroom were more than reasonably clean. The Tenant said it was hard to reach the upper areas in the shower, and the top of the glass shower door and enclosure. There were no reasons for a professional cleaning to be done, and the Tenant submitted that the Landlords did not prove they did anything to mitigate their losses, but rather have inflated the costs for cleaning this area.

The Tenant offered, because their friend did not drop off a ladder for the Tenant to use when cleaning the rental unit, \$84.00 for two hours of professional cleaning.

Electrical repair:

AP testified there were some outlets in the rental unit that were not working, and they had them repaired. The Landlords uploaded the receipt for the electrical work completed that lists:

1 g plate @ \$0.65
Service rate @ \$95.00/hr

The Tenant said the missing electrical plate located in the second bedroom closet was not there when they moved in. They placed a closet organizer in front of it. The Tenant agreed to cover the cost for the \$0.65 plate that was installed.

Master glass wall replacement:

AP stated there were scratches etched halfway up into the glass shower door in the master ensuite. They uploaded one picture demonstrating this alleged damage. AP said the scratches are very noticeable when the light is on in the bathroom. At the move-out condition inspection, the damage is noted as 'dirty'. Initially, the property managers thought it was a smudge they could get out of the glass.

The uploaded move-in condition inspection report for the bathroom ensuite stated the "FROSTED GLASS WALL SOME W&T BUT GOOD COND".

The Tenant testified that the property managers said they had the glass people come out, but they did not submit a quote from a glass company, rather it was just an email from a representative of a glass company.

That small scratch in the frosted glass is minor wear and tear, and had been there the whole time the Tenant resided in the rental unit. The Tenant submitted that the small scratch was no different from when they moved in to when they moved out. In the Tenant's walk-through video, they said you cannot see the tiny scratch in the frosted glass.

The Tenant stated that the small scratch neither changes the aesthetic of the glass wall, nor does it require that the entire frosted glass wall be replaced. The Landlords did not provide a quote for this repair, and did not mitigate their loss for this alleged damage.

Witness ZS stated that the rental unit was not brand new at the start of the Tenant's tenancy, but it was in good shape. ZS stated that anything that was beyond normal wear and tear, they noted on the move-in condition inspection report.

Tenant's application and evidence:

The Tenant withdrew their claim for return of double the security deposit.

Monetary claim for flooring:

Compensation for damaged flooring:	
Loss of use and quiet enjoyment (8 months) – 25% reduction in use of rental unit	\$4,178.00
Loss of roommate rental income	\$4,500.00
Loss of quiet enjoyment (4 days of industrial fan use)	\$278.52
21 days out of rental unit	\$1,462.23
Emotional hardship	\$2,500.00
Less November's free rent	-\$2,089.00
Total:	\$10,829.75

On February 27, 2018, a leak from the fridge resulted in damage to the hardwood flooring in the living room. The Landlords ripped up the damaged flooring, and the Tenant lived with exposed concrete where the hardwood had been removed for eight to twelve months (it was closer to nine months). The Tenant pointed to a series of emails dated from May 2018 to October 9, 2018 all being negotiations for floor repair. The Tenant said the floors were finally completely repaired by December 7, 2018.

On the same day, or the next day of discovery of the flood, the property managers arranged for contractors to place large industrial fans in the living room, and the damaged hardwood floor was taken out. The fans ran for three days to dry up the concrete and residual water from the hardwood flooring that was not damaged.

The exact hardwood type was no longer available, so all the hardwood flooring had to be removed from the rental unit. On May 5, 2018, the replacement flooring had come in, and the Landlords wanted vacant possession of the rental unit to complete the job. The Tenant said they estimated two to three months to re-install the new flooring.

The Tenant said they did not have tenant's insurance at the time, but they later secured insurance. The agent told them over the telephone that they would not compensate them for move-out expenses, move-in expenses, storage of their belongings, or accommodations while they were out of the rental unit because none of the Tenant's belongings were damaged, and the replacement of flooring does not necessitate a full move-out.

The Tenant asked the property managers for some other suggestions during the hardwood flooring repair but, the Tenant said, they stalled in getting the situation resolved. The Landlords were insisting that the Tenant fully move out. The Tenant continually sought alternative solutions without having to fully move out all their large furniture.

At the end of August 2018, the Tenant lost their roommate due to the condition of the flooring in the main living area of the rental unit. The Tenant uploaded a witness statement from their roommate. The Tenant lost rental income from September 1, 2018 to November 30, 2018, and secured a new roommate for December 2018.

By October 9, 2018, it was agreed that the hardwood flooring company would do the job in phases. The Tenant packed up all their small belongings and left them on the tiled floor areas in the rental unit, and the flooring company moved the Tenant's large pieces of furniture from one room to the next room to make accommodation for the hardwood flooring installation.

The Tenant vacated the rental unit for 21 days, and the repairs took only 18 days to finish. The Tenant said it took almost 10 months after the flood to get the repairs all completed. The Landlords gave the Tenant November's rent free, but this did not fully compensate the Tenant for the turmoil during the repairs, emails between the various property managers, threats of eviction, stress and emotional distress after losing their mother, loss of a roommate and rental income, packing and unpacking all their small stuff, then finally it all being completed on December 7, 2018.

The Tenant stated they were advocating for necessary repairs in a reasonable manner, that should have been completed without resistance. Instead of working with the Tenant to find a reasonable solution, the Tenant said they were met with eviction threats, and unnecessary demands that made the situation worse. The Tenant stated that the floor repairs could have been completed in a reasonable timeframe, was not just an inconvenience, but rather was a prolonged and completely avoidable hardship that severely impacted the Tenant's life.

The Tenant argued that the Landlords breached their quiet enjoyment, and breached their duties to repair and maintain the rental unit.

Landlord ERH stated it was not their first choice to have to replace all the flooring in the rental unit. It was a necessity, as the type of flooring in the suite was no longer in stock. The Landlords did not fully understand the seriousness of the Tenant's mother's health issues. When they understood, they did not push trying to gain access into the rental

unit. The Landlords did not serve a notice to end tenancy on the Tenant, rather it was a caution notice. ERH stated it was never brought to their attention about the exposed concrete floor being a problem.

The Landlords attempted to work with the strata council to make arrangements that they could put the Tenant's furniture on the balcony during the hardwood flooring replacement, but it was not permitted. The strata council did agree to waive the move-in and move-out fees. The Landlords made enquiries of their insurance company to see if there could be any resources to assist the Tenant, but the Landlords were turned down. Finally, ERH said the total concrete exposed area was around 7% of the total floor space in the rental unit, and argues that the Tenant's 25% calculation is exaggerated.

Witness ZS testified that they had a hard time coordinating entry into the rental unit with the Tenant. The Tenant was required to have tenant's insurance during their tenancy, but at the time of the flooded floor, the Tenant did not have insurance. ZS stated that tenant's insurance would compensate the Tenant to pay for packing and movers due to the flooding event – it is why they ask tenants to have insurance. In the end, the restoration company moved the Tenant's furniture around while installing the replacement flooring, and ZS believed that the Landlords paid extra for that.

Monetary claim for mold in the shower:

Compensation for mold in shower:	
Loss of quiet enjoyment	\$12,939.00
Health and safety neglect	\$2,500.00
Total:	\$15,439.00

The Tenant's witness HS has been in construction for 47 years, is a red seal carpenter, and owned their own company doing renovations in big houses for 17 years. HS said they have done restorations in leaky condos, and by the pictures they saw, and the information received from the Tenant, there definitely was *Stachybotrys* mold growing in the Tenant's shower. HS did not assess the Tenant's bathroom in person. Neither party sampled the mold growth nor produced a mold assessment for the area. The Tenant did not testify to any smells from the alleged mold growth.

There had been a cavity-access point made, and HS said you could not have seen mold from one access point. HS said there was an inward sloping ledge that needed to be removed, and the grout and caulking in the shower was compromised. The Tenant asked HS what are cracked and warped tiles consistent with, and HS responded that if

tiles are lifted, there is potentially water under the tiles, and cracked tiles are a sign of a poor installation.

HS said that mold will continue to grow as long as there is water. HS did not know the type of grout used. HS surmised that there was negligence in how the building was built and waterproofed.

The Tenant said for almost 5 years they lived with an unusable washroom. They originally told the property managers about it in 2019. They incurred costs for cleaning products used although they did not produce receipts for this expense. The Tenant said the Landlord breached section 32(1) of the Act. They said the mold posed serious health risks to their family. The Tenant said their quiet enjoyment of the rental unit was not protected. The Tenant seeks a 10% rent reduction (\$227.00/mn) for 57 months.

Landlord ERH has a construction background. ERH testified that the setting bed in the shower has a high pH which is too high to support mold growth. ERH knows that the grout polymer used does not require a sealer. ERH said there is water proofing between the tile and drywall in the shower, and if there were issues with water seeping through the tiles, it would be visible as rust on the studs which was not evident.

On December 27, 2023, the property managers reported their findings after an investigation of the Tenant's issues in the main bathroom. It was found that there was a lack of cleaning in upper areas of the shower, as well as a lack of ventilation that caused mold and mildew build-up.

The residents in the building were provided with a Condensation/Humidity Management in your Suite notice from the strata council. The Tenant confirmed receipt of this notice. This notice discussed tips to reduce in-suite moisture and discussed the importance of ventilation. This notice ends by saying, *"This is a courtesy notice to better prepare your residence against these moisture conditions that can cause a challenging environment. Many issues are reported as leaks when in fact they are moisture related issues from condensation and not warrantable."*

After the December 27 investigation, it was determined to do a one-time deep clean of the tiles, re-grout the areas that are necessary, and re-caulk and seal the tiles. This work was completed on November 28 and December 1, 2023. A tile setter attended and noted the cracked floor tile, and missing grout in spots on December 20, 2023. This repair work was subsequently completed.

The Landlords stated the problem was the lack of cleaning and especially, the lack of ventilation in the rental unit that contributed to the mold build-up.

Analysis

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.

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas?

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Sections 23 and 35 of the Act establishes that, at the beginning and end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlords must satisfy the following four elements on a balance of probabilities:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the tenant in violation of the Act, Regulation or tenancy agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and,
- Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Wood floor repair:

The Landlord seeks compensation for alleged damage to the hardwood flooring in the rental unit. They uploaded pictures pointing to the damaged areas, I note some of the pictures are duplicates.

The Tenant claimed they have been in the rental unit since 2015, but the floors were redone in 2018. The Tenant agreed that damage to the floors in the second bedroom is more than normal wear and tear. The Tenant offered \$157.50.

I find that the majority of the pictures of damaged flooring is not so significant that it warrants compensation from the Tenant and is normal wear and tear. There is one scratch or gouge that is significant, which I suspect is the floor in the second bedroom that the Tenant acknowledges. I find that the Landlord has substantiated part of the flooring damage claim and is entitled to compensation for the second bedroom flooring damage totaling **\$250.00**.

Bulb & battery replacement:

The Landlords seek compensation to replace bulbs in the fireplace and batteries in a fireplace remote. The Tenant argued that the remote was working when they vacated, but that the bulbs in the fireplace were specialty items which they could not install.

I find that the Landlords noted that the remote was not working at the move-out condition inspection, so I find that the Tenant is responsible to cover the cost for the batteries in this item. I find the Tenant is not responsible to replace the specialty bulbs in the fireplace, so the Landlords are entitled to **\$18.02** in compensation.

Rekeying:

The Tenant is obligated to give the Landlords 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 Tenant is not responsible to rekey the locks. I find the Landlords are entitled to a portion of the locksmith's receipt totaling **\$98.78**.

Drywall repair:

The Tenant acknowledged that they caused the drywall damage in the second bedroom and although they offered a quarter of the cost for the repair, I find that the Landlords

established the full costs of the drywall repair totaling **\$393.75** and this amount is included in their monetary claim.

Blind cleaning:

The property managers said the blinds in the rental unit were very dirty. They uploaded two different pictures of blinds, one of which is significantly dirty. Residential Tenancy Policy Guideline #1-Landlord & Tenant – Responsibility for Residential Premises (PG#1) clarifies the responsibilities of the landlord and tenant regarding maintenance, cleaning, and repairs of residential property, and obligations with respect to services and facilities. PG#1 states that tenants are expected to leave the internal window coverings clean when he or she vacates. The tenant should check with the landlord before cleaning in case there are any special cleaning instructions. The tenant is not responsible for water stains due to inadequate windows.

The move-out condition inspection reports that windows/coverings/screens were dirty at move-out. I find that it is the Tenant's responsibility to clean the blinds in the rental unit at the end of the tenancy, and the Landlords have substantiated this part of their claim. I grant the Landlords **\$603.75**.

Kitchen drawer repair:

The kitchen drawer was noted in September 2023 by the Tenant as damaged. The Landlords' property managers said they were seeking a contractor to do the repair. I find this repair was the Landlords responsibility and I decline to grant the Landlords compensation for this part of their claim.

Balcony cleaning:

I find that the Landlords have proven that the balcony was not left reasonably clean, and they are entitled to compensation for its cleaning. I grant the Landlords **\$298.47**.

Master bath cleaning:

The Tenant said there were areas that they could not reach to clean in the master bathroom. The move-out condition inspection report does not indicate that the tiles in the master bathroom were so dirty that they required a professional clean. The Tenant has offered a reasonable amount for two hours of cleaning, which can be applied to those areas that were hard to reach. I grant the Landlords **\$84.00** for this additional cleaning.

Electrical repair:

The Landlords were not specific which outlets were not working, how the Tenant was the negligent party that broke the outlets, and failed to establish that the Tenant was responsible to cover the repairs for non-functional electrical outlets. I find the Landlords are responsible for electrical systems in the rental unit. The Tenant agreed to cover the cost of an outlet faceplate, therefore, I grant the Landlords **\$0.73** for this part of their claim.

Master glass wall replacement:

This alleged damaged sought by the Landlords is not noted on the move-out condition inspection report. The Tenant said there had always been a small scratch in the frosted glass in the ensuite bathroom glass wall. I find the Landlords have not proven that this alleged damaged was caused by the Tenant and is so egregious that the Tenant is responsible for it. I note the Landlords' property managers did not notice it on the day of the move-out condition inspection.

I find the Landlords have not substantiated this part of their claim, and I decline to award compensation for this glass door.

Based on the evidence before me, the testimonies of the parties, and on a balance of probabilities, I find the Landlords have established a partial claim for compensation for repairs to the rental unit under sections 32, 37, and 67 of the Act. I find the Landlords are entitled to a monetary award of \$1,747.50.

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Tenant must satisfy the following four elements on a balance of probabilities:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the Act, Regulation or tenancy agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Monetary claim for flooring:

The Tenant seeks compensation for loss of use in their rental unit and a breach of their quiet enjoyment due to the damage done to hardwood flooring from the refrigerator leak. The Tenant stated they needed necessary repairs completed, but the Landlords and the Landlords' property managers made the job difficult.

The leak was discovered February 27, 2018 and the repairs were completed on December 7, 2018. These repairs took just over nine months.

I find the Landlords' property manager at the time was diligent in starting the restoration, and ordering replacement flooring which was available in the early part of May 2018. Problems arose when it was determined that the Tenant did not have tenant's insurance which is a term of their tenancy agreement. There were difficulties too because the Tenant's mother's health took a bad turn, and her mother died in May 2018. This, no doubt, put a big strain on the Tenant.

The Landlords and their property manager, not knowing of the Tenant's mother's passing, cautioned the Tenant about ending the tenancy if resolution on how to do the flooring repairs could not be determined. When the Landlords found out about the Tenant's loss, they said they backed off for a while so the Tenant could grieve.

The Tenant's roommate vacated the rental unit due to the flooring problems and the Tenant lost rental income from this roommate. By October it was agreed that the Tenant would pack up their small things and leave them in the tiled areas of the rental unit, and the flooring installation people agreed to move around the Tenant's large furniture pieces while they installed the new flooring.

The Landlords gave the Tenant one month's free rent in November (\$2,089.00). The Tenant secured a new roommate whose tenancy began in December 2018.

I find the global assessment for compensation that the Tenant seeks to be unreasonably high, and is more inline to a punitive assessment rather than compensation equivalent to the Landlords' non-compliance with the Act. I said earlier that the Landlords' property manager was diligent with conducting the immediate actions to deal with a leak in the condo. Because the Tenant did not have tenant's insurance, reinstallation of the new flooring was not dealt with immediately because the Tenant did not have the resources to empty the rental unit so the work could be completed. Also, there were unfortunate life events that naturally held up the repairs.

The Landlord said the total flooring area that was stripped to the concrete was around 7% of the rental unit's total space. I find that the Tenant's breach of quiet enjoyment was a temporary discomfort or inconvenience, and does not arise to the level of substantial interference with the ordinary and lawful enjoyment of the premises.

I do not find that the Landlords must compensate the Tenant for the loss of their rental income. The Tenant claims for an emotional loss, but the Tenant has not substantiated this part of their claim. They suffer from anxiety, but the Tenant did not provide any proof that this mental health issue was exacerbated by the need for the flooring repairs. I find the total compensation the Tenant will be granted is **\$1,003.00** (6% of \$2,089.00 for 8 months). This amount takes into consideration that the Tenant did not have tenant's insurance which would have greatly helped with having the repairs done sooner.

Monetary claim for mold in the shower:

The Tenant claims compensation because of the ongoing mold in the main bathroom shower. The Tenant claims this was a health and safety issue that went on for 57 months.

The Landlords testified that the Tenant was not sufficiently ventilating after residents took showers, and they were not sufficiently cleaning the shower enclosure.

Ventilation is an issue in rental units, and tenants must properly ventilate for a sufficient amount of time after a resident has used the shower. Also, having a tiled shower enclosure requires regular cleaning. I find the Tenant was not sufficiently ventilating and cleaning the shower enclosure after its use.

The Tenant's witness HS said the Tenant had *Stachybotrys* mold in their shower enclosure, but the Tenant did not provide a mold assessment from a microbial expert. Just because a mold is black, does not mean it is the toxic *Stachybotrys* mold. Certainly, if the mold was a toxic mold, it would have been advisable to seal off the area which the Tenant did not do. I find the mold growth may have been black, but there is no definitive proof that it is the species of *Stachybotrys* that can release toxic metabolites in its environment.

I find the Tenant insufficiently ventilated and cleaned their shower enclosure. I find that the black mold was not proven to be the toxic *Stachybotrys* mold. I find the Tenant has not substantiated this part of their claim, and I decline to award compensation for this mold matter.

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

Section 38(4) allows a landlord to retain from a security deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

If the landlord does not have the tenant's agreement in writing to retain all or a portion of the security deposit, section 38(1) of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, the landlord must either repay any security deposit or make an application for dispute resolution claiming against the security deposit.

Section 38(6) of the Act states that if the landlord does not return the deposit or file a claim against the tenant within fifteen days, the landlord must pay the tenant double the amount of the deposit.

Based on the evidence before me, I find the Landlords were served with the Tenants' forwarding address on April 3, 2024. I find the Landlords applied to retain the security deposit on April 18, 2024 which was within the 15-day time limit under section 38(1) of the Act. I order that the Landlords are authorized to retain the security deposit of \$980.00 plus interest totaling \$47.94 under section 72(2) of the Act to offset their monetary claim.

The Tenant's monetary award is calculated as follows:

Item	Amount
Tenant's monetary claim:	
Loss of use of rental unit	\$1,003.00
Security deposit	\$980.00
Security deposit interest*	\$47.94
Landlords' monetary claim:	
Wood floor repair	-\$250.00
Bulb & battery replacement	-\$18.02
Rekeying	-\$98.78
Drywall repair	-\$393.75
Blind cleaning	-\$603.75
Balcony cleaning	-\$298.47
Master bath cleaning	-\$84.00
Electrical repair	-\$0.73
Tenant's total monetary award:	\$283.44

*There is no interest owed on deposits from 2015 to 2022 as the amount of interest owed in those years was 0%. The amount of interest in 2023 was 1.95%. The amount of interest in 2024 was 2.7%. The amount of interest in 2025 is 0.95%. Interest is calculated on the original security deposit amount, before any deductions are made, and it is not doubled. Interest was calculated using the Residential Tenancies Online Tools: Deposit Interest Calculator.

Are the parties entitled to recovery their application filing fees?

As both parties were partially successful, each party will bear the cost of their own application filing fees.

Conclusion

The Landlords' were partially successful in their monetary claim as was the Tenant.

The Tenant's security deposit is not doubled.

I grant a Monetary Order to the Tenant in the amount of \$283.44. The Landlords must be served with this Order as soon as possible. Should the Landlords fail to comply with

this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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 Act.

Dated: May 27, 2025

Residential Tenancy Branch