



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding B & K Roth Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

This hearing dealt with applications by the landlord and the tenant for monetary compensation. The landlord, the tenant and advocates for the tenant (one on each of the two hearing dates) participated in the teleconference hearing.

The hearing first convened on June 24, 2013. On that date, due to a clerical error I had only the landlord's application before me and was unaware that the tenant's application had been joined to be heard at the same time. The landlord stated that the tenant's application was for a different rental unit than the rental unit that was subject of the landlord's application. I asked the tenant to confirm to which rental unit her application applied, and she stated that it was in regard to the same unit as in the landlord's application. I therefore adjourned the hearing to ensure that I had both applications and all evidence before me.

On June 24, 2013 the tenant submitted an amended application, in which she indicated that the rental unit that was subject of her application was not the same unit as that of the landlord's application. When the hearing reconvened on August 8, 2013, I informed the tenant that as her application was for a different rental unit under a different tenancy, I would not hear both applications together. I dismissed the tenant's application with leave to reapply.

I have reviewed all evidence before me that is related to the landlord's application. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

During the hearing the landlord sought to amend their claim to increase the amount claimed by \$245, from \$2497.71 to \$2,742.71. The landlord had submitted as evidence an itemized list of their claim, and the total claim according to the list was \$2,742.71. I found that the tenant was aware of the landlord's total claim as set out in the landlord's evidence, and I granted the amendment.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2011. At the beginning of the tenancy the landlord and the tenant carried out a move-in inspection and both signed but failed to date the condition inspection report. The tenant also initialled a floor plan of the rental unit that showed four areas where there were bleach stains on the carpet.

In the hearing the landlord and the tenant agreed that during the tenancy the tenant's son caused some damage to the rental unit. As supporting evidence, the landlord submitted a note from the tenant dated May 10, 2012, in which the tenant wrote, "I need the estimate for damages caused by TC." The landlord submitted that this was evidence that the tenant acknowledged the damages done by her son.

The tenant moved out of the rental unit in February 2013.

Landlord's Claim

The landlord has claimed costs for repairing the damage done by the tenant's son, as well as additional repairs and cleaning that were required at the end of the tenancy:

- 1) \$230.72 to replace master bedroom door; \$34.41 for stain supplies; and \$42.54 for two door handles – the tenant's son damaged the door such that it had to be replaced;
- 2) \$200 for labour to stain, varnish and hang new door;
- 3) \$25 for labour to pick up parts;
- 4) \$117.88 to rekey all locks and replace one deadbolt – the tenant had asked the landlord to replace the locks because the tenant's son was sneaking back into the rental unit at night. One deadbolt could not be rekeyed and had to be replaced;

- 5) \$540.40 for repainting – despite the clause in the tenancy agreement forbidding smoking, the tenant smoked in the rental unit. This left brown smoke residue running down some of the walls and a stale cigarette smell that permeated the whole suite;
- 6) \$134.40 to clean carpets;
- 7) \$250 for damaged carpet – the landlord submitted that the carpets were in very bad shape at the end of the tenancy, with numerous stains and cigarette burns throughout. The carpets were professionally cleaned but the stains did not come out. The cost of re-carpeting the entire unit would be in excess of \$2500.
- 8) \$740.26 for replacing bifold doors in the entry – one set of aluminum bifold doors was badly dented and not repairable. The landlord could not obtain similar replacement doors, and two sets of doors would have to be replaced because there is linen closet door right beside the damaged doors, and it would have to be replaced as well so the doors match. The landlord submitted an estimate for the cost of two replacement bifold doors;
- 9) \$298.30 for parts to replace thermostat – the tenant's son ripped the thermostat off the wall and the landlord had to replace it. The landlord stated that they had a replacement thermostat in their inventory, and they used that as a replacement;
- 10) \$61.60 for new fridge bars – fridge bars were missing and the landlord had to replace them;
- 11) \$67.20 for cost of replacing enterphone service – during the tenancy the tenant's enterphone services were cut off along with her phone services. The landlord hired the installers of the enterphone system to restore the service to the suite.

I note that the landlord did not provide the age of the carpets, paint or other items, although they did note that the one damaged bifold door had been “like new” at the outset of the tenancy.

Tenant's Response

The tenant disputed the landlord's claim in its entirety. The tenant stated that the carpets were in poor shape at the beginning of the tenancy. The tenant believed that the landlord is seeking monetary compensation for renovations the landlord did on the unit.

The tenant also stated that she had received a restitution order for \$1185.94 against her son, for the damages he did including damaging the heater and causing cigarette burns at the back door. When the landlord gave the tenant an estimate of the repair costs, the tenant believed that she could get the work done for a better price.

Analysis

I accept the landlord's submission that the tenant's son did damage to the rental unit, and the landlord is entitled to compensation for the damage. I grant the landlord \$230.72 to replace master bedroom door; \$34.41 for stain supplies; and \$42.54 for two door handles. I also grant the landlord \$225 for labour. I find that the landlord did not provide sufficient evidence to establish that the replacement thermostat they had in inventory was the same type of thermostat that was damaged. However, as the tenant acknowledged that her son damaged the thermostat, I find it is appropriate to award the landlord a nominal amount of \$100 for the thermostat.

The tenant did not deny or acknowledge the landlord's claims for \$117.88 to rekey all locks and replace one deadbolt; \$61.60 for new fridge bars; and \$67.20 for cost of replacing the enterphone service. The tenant did dispute \$134.40 to clean carpets; however, I find this is a reasonable amount for carpet cleaning the unit. I accept the landlord's evidence that the tenant is responsible for these items, and I further find that the landlord's claim for these items is reasonable. I therefore grant the landlord these amounts.

I accept the landlord's evidence regarding the damage to the carpets, the walls and the bifold doors. However, the landlord did not provide the age of these items or take into account depreciation. The landlord has not yet incurred any costs for replacement carpeting or the damaged bifold door. I also find the landlord's claim for a second bifold door, simply to match the first door to be unreasonable, as replacement of the second bifold door would only be for an aesthetic purpose. I therefore dismiss these portions of the landlord's claim.

As the landlord's application was partially successful, I find they are entitled to partial recovery of the filing fee, in the amount of \$25.

Conclusion

The tenant's application is dismissed with leave to reapply.

I grant the landlord an order under section 67 for the balance due of \$1038.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the landlord's application is dismissed.

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: August 15, 2013

Residential Tenancy Branch

