Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and utilities, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended both hearings and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to discuss this application with one another.

On February 27, 2014, I issued an Interim Decision in which I adjourned the hearing scheduled for that date to enable both parties to serve and review one another's evidence properly. My Interim Decision noted the following in granting this adjournment and in rescheduling the reconvened hearing for April 24, 2014.

> *I advised the parties at the hearing that I did not believe that a fair hearing of this application could be achieved or the purposes of the dispute resolution hearing process could be achieved without the adjournment requested by the landlord. Under these circumstances, I allowed the request from the landlord for an adjournment.*
>
> *In order to take maximum advantage of this adjournment and to enable me to make an informed decision with respect to the landlord's application, I order the tenant to provide the landlord with colour photographs of the same quality as those that the tenant provided to the RTB for this hearing. In order to simplify the reconvened hearing process, I also order the tenant to re-send his written and*

photographic evidence package to the landlord using the same numbers on the pages as those provided to the RTB...

Preliminary Issues - Service of Documents

At the February 27, 2014 hearing (the original hearing), the landlord confirmed that he received the tenant's September 17, 2013 notice to end tenancy. The landlord testified that he first tried to hand the tenant a copy of his dispute resolution hearing package on November 13, 2013. When the tenant refused to accept his hearing package, the landlord said that he sent another copy of that hearing package to the tenant by registered mail on November 14, 2013. He entered into written evidence a copy of the Canada Post Tracking Number to confirm this registered mailing. The tenant's agent (the agent) confirmed that the tenant received a copy of the landlord's dispute resolution hearing package from Canada Post. I am satisfied that the landlord served his hearing package to the tenant in accordance with sections 89(1) and 90 of the *Act*.

At the reconvened hearing of April 24, 2014 (the reconvened hearing), the landlord entered written evidence and sworn testimony that he sent the Notice of Reconvened Hearing as per my Interim Decision to the tenant's agent by registered mail on March 11, 2014. He provided copies of the Canada Post Customer Receipt containing the Tracking Number to confirm this registered mailing. The agent confirmed that he received the Notice of Reconvened Hearing as claimed by the landlord. I am satisfied that the landlord served the tenant (through his agent) of the Notice of Reconvened Hearing in accordance with sections 89(1) and 90 of the *Act*.

At the reconvened hearing, I also checked with the parties to ensure that the tenant had complied with the orders I provided in my Interim Decision. The landlord confirmed that he had received most of the written and photographic evidence the tenant was ordered to provide to the landlord in advance of this hearing. However, the landlord testified that a few pages were missing, one was not in colour as required in my Interim Decision, and a full set of photographs of text messages and the tenant's new rental unit were missing from the package received by the landlord. After reviewing each of the missing documents, I determined that the documents that the landlord maintained were missing were by no means central or even relevant to the issues properly before me. I noted that photographs of the tenant's current rental unit have no real bearing on the landlord's claim for damage arising out of the tenancy the tenant had with the landlord. The landlord said that he did not get this additional evidence from the tenant until two days before this hearing and had not had a complete opportunity to review all of the tenant's evidence in the detail he would have preferred. I advised the parties that I was satisfied that the parties each possessed enough of the relevant evidence before me to proceed with the reconvened hearing of the landlord's application.

The landlord testified that he had only sent the tenant three text messages in total. He maintained that the remainder of the many text messages attributed to him by the tenant were not from him and noted that the text messages did not identify an originating telephone number. The tenant's agent testified that he had seen many of these text messages on the tenant's telephone and confirmed that the text messages in question were indeed from the landlord who the agent maintained had been involved in a series of bullying and escalating behaviours directed towards the tenant at the end of this tenancy. I advised the parties that the question of whether or not the text messages were authentic and sent by the landlord has little real relevance to the landlord's claim for a monetary award for damage.

Before we proceeded with the reconvened hearing, the agent testified that the tenant had been upset that he was identified as sharing responsibility for submitting late written and photographic evidence before the original hearing. While I said I would take note of his concerns, I advised that my Interim Decision assigning joint responsibility for submitting late evidence remains as written. This finding has no bearing on my consideration of the landlord's application.

At the reconvened hearing, the landlord reiterated his previous sworn testimony that he was uncertain as to the amount he was seeking in his reduced claim for a monetary award. He said that his original estimate of $4,792.31 claimed in his application for dispute resolution was likely more than he actually paid, when all bills were received and paid.

Background and Evidence

While I have turned my mind to all the documentary evidence, including extensive photographs from both parties, diagrams, miscellaneous letters, e-mails and text messages, receipts, invoices, banking statements, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

This tenancy began as a fixed term tenancy in November 1, 2010. The tenant signed another fixed term Residential Tenancy Agreement on July 1, 2011 and a final six-month fixed term Residential Tenancy Agreement (the Agreement) that began on April 1, 2013. At the expiration of the last Agreement on September 30, 2013, the tenancy continued as a periodic tenancy for October 2013. The tenant provided written evidence that he vacated the rental unit by October 2, 2013, although he remained responsible for the monthly rent for October 2013. The tenant yielded vacant possession of the rental unit to the landlord by November 1, 2013, at which time the landlord conducted his own move-out condition inspection, accompanied by a witness.

Monthly rent by the end of this tenancy was set at $1,195.00, payable in advance on the first of each month, plus hydro. The landlord continues to hold the $572.50 security deposit for this tenancy paid when the tenancy began on or about November 1, 2010.

The parties agreed that the landlord and tenant participated in a joint move-in condition inspection on July 1, 2011, when the tenant assumed sole control over this tenancy. The landlord entered into written evidence an undisputed copy of the report of that inspection, copied to the tenant at that time.

The parties agreed that this tenancy ended by way of a text message from the tenant to the landlord advising him that the tenant was planning to end his tenancy by September 30, 2013. Although there was conflicting evidence as to when this text was sent, both parties agreed that the earliest the tenant sent this text message was September 11, 2013. A tenant must end a tenancy by providing written notice to a landlord. A text message does not constitute written notice for the purposes of section 52 of the *Act*.

When the landlord received the tenant's notification, he advised the tenant that the tenant's late notice required the tenancy to continue until October 31, 2013. The parties agreed that the tenant paid his full rent for October 2013.

The landlord testified that he attempted to conduct a joint move-out condition inspection with the tenant a number of times. He entered into written evidence a copy of a witnessed October 23, 2013 request to the tenant to conduct a final joint move-out condition inspection on October 31, 2013 or November 1, 2013. He entered sworn testimony and written evidence that he posted this request on the door of the rental suite on October 23, 2013. In that request, the landlord stated that if the tenant wanted a different time for the joint move-out inspection, the tenant could identify a date and time and the landlord would attempt to accommodate the tenant's request. The landlord posted a second request for a joint move-out condition inspection on the door of the rental suite on October 25, 2013. He entered into written evidence a copy of this witnessed request in which he asked the tenant to respond in writing to identify a suitable time for the inspection. Alternatively, the landlord identified 8:00 a.m. on November 1, 2013 as his proposed time and date for the joint move-out condition inspection. The landlord also entered into written evidence a witnessed copy of the Residential Tenancy Branch's (the RTB's) standard "Notice of Final Opportunity to Schedule a Condition Inspection" he posted on the door of the rental unit at 8:07 a.m. on October 29, 2013. This request again proposed that the final inspection would occur at 8:00 a.m. on November 1, 2013. When the tenant did not attend the scheduled joint move-out condition inspection, the landlord and a witness proceeded to inspect the premises themselves. The landlord entered into written evidence a witnessed copy of

his move-out condition inspection report of his November 1, 2013 inspection of the rental unit. The landlord stated at the bottom of this report that the tenant had not provided a forwarding address to the landlord.

The tenant entered a copy of the following email in which he included his forwarding address in the U.S. where the landlord could send the tenant's security deposit.

> *Just got back into the city and received each one of your texts. Further correspondence will be kept to this email account. You can forward my damage deposit to the following address...*

The landlord's November 12, 2013 Monetary Order Worksheet identified the U.S. address provided by the tenant in the above email as the tenant's forwarding address where he sent a copy of his dispute resolution hearing package.

The agent said that the tenant did not receive any of the above notices from the landlord. The agent testified that the landlord knew by the time the landlord posted these notices on the tenant's door that the tenant was no longer residing in the rental unit. The tenant entered written evidence that he moved into a new suite on October 1, 2013. The tenant completed cleaning the rental unit in this application on October 2, 2013. After receiving texts from the landlord, the tenant provided written evidence that he returned to the rental unit on October 15, 2013, to check the cleanliness of the rental unit again. The tenant provided written evidence that he had left two small couches behind, but agreed to let the landlord deduct money from his security deposit to remove these couches. He maintained that he "left the garage fob, completed a personal final walk through in case (he) missed something and locked the unit and left the last key under the door." In this document, he reiterated that he provided his forwarding address to the landlord by way of the above-noted November 1, 2013 email.

The landlord's original application for a monetary award of $4,792.31 included the following items listed in a Monetary Order Worksheet prepared by the landlord and entered into written evidence attached to his application for dispute resolution:

Item	**Amount**
Cleaning	$468.75
Cleaning Supplies	95.88
Labour for Painting	375.00
Painting Supplies	423.13
Replacement of Lock	59.35
Keyless Entry Fob for Rental Building	85.00

Unpaid Hydro Bill	185.00
Replacement of Light Bulbs	84.00
Replacement of Broken Bi-fold Closet Door	150.00
Repair of Broken Garburator	250.00
Replacement of 2nd set of Keys	9.53
Labour and Supplies to Replace Flooring	1,800.00
Labour to Repair Light Switch and Install Closet Door	150.00
Replace Damaged Screens	250.00
Labour to pick up Supplies	200.00
Replacement of Microwave Fuse	6.67
Removal of Abandoned Articles and Garbage to Dump	200.00
Total of Above Items	**$4,792.31**

The landlord provided an extensive set of written evidence, including receipts and invoices, as well as 83 photographs to support his application for this monetary award. He maintained that the tenant had smoked in this non-smoking rental unit and kept a cat in the rental unit. The landlord gave sworn oral testimony and written and photographic evidence that the tenant's actions required a repainting of this rental unit, repair of many small holes in the walls, replacement of a broken bi-fold closet door, and removal and replacement of the existing laminate flooring installed on November 20, 2010, shortly after this tenancy began. He said that the flooring had lifted, likely due to cat urine, the smell of which was pervasive in the rental unit. He also maintained that the existing laminate flooring was severely scratched.

The tenant did not file a separate application for dispute resolution. However, his February 16, 2014 written and photographic evidence package, received by the RTB on February 18, 2014, stated that he was attempting to seek the return of his $572.50 security deposit, plus a monetary award of an additional $572.50 for the landlord's failure to comply with the provisions of the *Act* (presumably section 38). The tenant explained his request in the following terms:

> *...I am seeking that Landlord's claim be disallowed, as he as directly in breach of the Act, by not properly providing the move-out inspection notice request; not returning the deposit as per time frame required by the Act; and on grounds of making false claims for damages. I further seek that the claims of damages be disallowed on the grounds of lack of proper proof of damages claim and*

expenses claimed to have incurred. Furthermore the Landlord has failed to provide any evidence of attempts to mitigate or minimize his losses...

Analysis

I first note that I cannot consider the tenant's claim for a monetary award, as the tenant has not submitted an application for dispute resolution. However, as most of the tenant's attempt to make a claim involved his opposition to the landlord's request for authorization to retain the tenant's security deposit, the matters raised in the tenant's written evidence seeking his own "claim" from the landlord are already before me by way of the landlord's application.

In this regard, I note that section 38 of the *Act* requires a landlord to either return all of a tenant's security deposit or file an application for dispute resolution within 15 days of the latter of the end of a tenancy or the landlord's receipt of the tenant's forwarding address in writing. Even if I were to accept that the tenant's email constituted service of his forwarding address in writing, which I do not, the landlord still applied for dispute resolution on November 12, 2013, well within the 15-day time limit for doing so. I see no merit whatsoever in the tenant's assertion that he is somehow entitled to a monetary award equivalent to double the value of his security deposit. I find that the landlord has complied with the provisions of section 38 of the *Act* in filing his application for authorization to retain the security deposit.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I first note that the parties agreed all monthly rent was paid for this tenancy. However, the landlord applied for a monetary award of an estimated $185.00 in unpaid hydro bills for the final two hydro payments of this tenancy. After the landlord submitted his application, the landlord entered written evidence that the actual amounts of these alleged unpaid hydro bills totalled $118.59. To support this claim, the landlord entered written evidence of a $74.30 BC Hydro bill covering the period from July 5, 2013 until September 4, 2013, and a second bill for $44.29 covering the period from September 5,

2013 until October 31, 2013. At the hearing, the landlord testified that he paid the $74.30 identified as owing and the $44.29 requested in the final bill from BC Hydro.

While I have given the landlord's written and sworn evidence careful consideration, I have also taken into account written evidence from the tenant in the form of a copy of his chequing account record. This record shows that he was debited an amount of $75.41 by his bank for a payment to BC Hydro on October 31, 2013. Contrary to the landlord's sworn testimony of the $74.30 amount of his payment for the period from July 5, 2013 until September 4, 2013, the landlord's own written evidence in the form of his second bill showed that BC Hydro credited his account for a payment of $75.41 on November 1, 2013, the day after the tenant made a payment in that amount to BC Hydro. The landlord was credited $1.11, the difference between the $74.30 cited in the landlord's original bill for that period and the $75.41 actual payment. The landlord testified that the BC Hydro account was under the landlord's name throughout this tenancy and was always paid by the landlord. The landlord said that the tenant could not possibly have made payments towards hydro as he did not have the account number and could not make payments on someone else's account.

Based on a balance of probabilities, I find that the written evidence supports the tenant's claim that he actually paid the $75.41 to BC Hydro credited towards the hydro account for this rental unit on October 31, 2013. For this reason, I dismiss the landlord's application for the recovery of unpaid hydro owing for the period from July 5, 2013 until September 4, 2013, without leave to reapply. If, as the landlord claimed at the hearing, there has been an overpayment of hydro for this period, this was not reflected in the November 12, 2013 billing for the period from September 5, 2013 until October 31, 2013, when this account was closed. If there has been overpayment of this account to BC Hydro, I would suggest that the landlord make the necessary enquiries with BC Hydro to obtain any overpayment he made during towards this Hydro account.

I have considered the tenant's claim that the chequing account records from his bank entered into written evidence show that he paid $52.82 towards the BC Hydro account for this tenancy on November 19, 2013. However, as there is no specific BC Hydro account noted in this banking record and the tenant was already living at another location as of October 1, 2013, it is possible that the payment referred to in this record reflects his payment of hydro for his new rental unit and not the rental unit in this tenancy. The $52.82 figure cited in the tenant's chequing account record does not match with the $44.29 shown as owing for the last hydro bill received for this tenancy. As I find it unlikely that the tenant would have paid more than BC Hydro was billing for this tenancy, I find that the landlord is entitled to a monetary award of $44.29 for unpaid hydro, the amount identified as owing in the final BC Hydro bill for this tenancy.

Much of the remainder of this application involves a comparison of the condition of the rental unit as confirmed by both parties through the signed joint move-in condition inspection report with the condition of the rental unit at the end of this tenancy.

I find that the landlord complied with the requirements of section 35 of the *Act* with respect to his responsibilities to provide the tenant with at least two opportunities to participate in a joint move-out inspection of the rental unit. He entered written evidence that he posted at least two notices on the door of the rental suite seeking a joint move-out condition inspection. The rental suite was the only address he then had for the tenant until after this tenancy ended. The landlord also posted a third notice using the RTB's Notice of Final Opportunity to Schedule a Condition Inspection form to identify November 1, 2013 at 8:00 a.m. as the scheduled time for the joint inspection of the rental unit. I also find that the landlord complied with the requirements of section 35(5) of the *Act* by conducting the move-out inspection himself, with a witness, and prepared and provided the tenant with the required move-out condition inspection report, entered into written evidence by the landlord. I find that the landlord's rights to apply for authorization to retain the tenant's security deposit were not extinguished by section 36 or 38 of the *Act*.

When disputes arise as to the changes in condition between the start and end of a tenancy, joint move-in condition inspections and inspection reports are very helpful. Although the tenant claimed in his written evidence that there were deficiencies in the condition of the rental unit from the beginning of this tenancy, he signed a joint move-in condition inspection report on July 1, 2011, well after he actually moved into the rental unit. Even by that date, the tenant confirmed that the premises were freshly painted and very few deficiencies were noted in that report. By contrast, I find that the landlord's move-out condition inspection report, supported by his extensive photographs and first-person sworn testimony identified many problems with cleaning, damage and repairs that became necessary by the end of this tenancy. The landlord also submitted into written evidence detailed statements from the individuals who worked on various aspects of cleaning, removing items from the premises, or conducting repairs.

Section 37(2) of the *Act* requires a tenant to "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." Based on a balance of probabilities and after reviewing the written, photographic and oral evidence presented, I find that landlord is entitled to a monetary award for cleaning and removing items that the tenant left behind at the end of this tenancy. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for losses resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss. I accept that the landlord is entitled to a monetary award and accept that the number of

hours claimed for cleaning and removing debris is generally accurate. I also find some merit in the claim made by the tenant and his agent that the landlord did not discharge his duty to attempt to mitigate the tenant's losses by demonstrating that he attempted to the extent required to reduce the costs imposed on the tenant for work that was done following this tenancy. While the landlord claimed that he did contact other potential cleaners and repair people, I find his evidence in this regard vague and lacking.

Consequently, I find that the $25.00 hourly rate the landlord has claimed for general cleaning and repairs excessive. I reduce the amount of the landlord's claim for cleaning from $468.75 by 20% to reflect a more reasonable hourly wage of $20.00 for cleaning services. This results in a monetary award for cleaning of $375.00 (i.e., $468.75 x $20.00/$25.00 per hour = $375.00). I allow the landlord a monetary award of $95.88, for cleaning supplies, an amount I find supported by the landlord's receipts.

For the same reasons as outlined above, I find that the hourly rate for painting is to be reduced by 20%. This results in a reduced base rate for the labour associated with repairing and painting the rental unit from the $375.00 claimed by the landlord to $300.00 (i.e., $375.00 x $20.00/$25.00 = $300.00).

As maintained by the tenant and his agent and as I mentioned during both hearings, the landlord is only allowed to recover that element of his painting costs that remained after the depreciation of the existing paint job is taken into account. The RTB has prepared Policy Guideline #40 to assist Arbitrators in calculating the Useful Life of various items in a residential tenancy. For interior paint jobs, the useful life is estimated at four years (or 48 months). In this case, the landlord gave undisputed sworn testimony that the premises were last repainted on or about December 1, 2010. Based on this evidence, I find that the rental premises needed to be repainted in the 35th month after it was most recently painted in December 1, 2010. This results in a reduction in the amount of repainting costs for which the landlord is entitled to reimbursement to 27.08% {(48-35)/48 = 27.08 %) for the painting that was conducted in November 2013. This results in a monetary award in the landlord's favour for the labour involved in painting in the amount of $81.24 ($300.00 x 27.08% = $81.24). Using a similar approach, I find that the landlord's entitlement to reimbursement for painting supplies is reduced from the $423.13 claimed in the landlord's application to $114.58 ($423.13 x 27.08% = $114.58).

I heard conflicting evidence from the parties with respect to the landlord's claim for the replacement of locks and the return of a second set of keys and a remote garage fob. The landlord gave evidence that the tenant damaged the door such that the landlord had to install a new deadbolt. The landlord also testified that the tenant did not return either the second set of keys or a garage remote fob. The tenant's written evidence and

the agent who gave sworn testimony maintained that the tenant had to pay for the installation of a new locking mechanism on the door because the landlord refused to repair it. The tenant claimed to have returned all keys and fobs in his possession.

Section 25(1) of the *Act* establishes that a landlord bears all costs of rekeying or otherwise changing the locks so that a former tenant does not retain access to a rental unit. In this case, I am not satisfied that the landlord has demonstrated that the costs he is attempting to recover for rekeying of locks and the installation of a new deadbolt are ones that he can legitimately claim from the tenant as I find that these are costs for which the landlord is responsible. However, on a balance of probabilities, I am satisfied that the landlord is entitled to recover his costs of replacing the missing garage entry fob, which resulted in the landlord's demonstrated loss of $80.00.

I have also considered the landlord's claim of $84.00 for the replacement of light bulbs in this rental unit. While the joint move-in and move-out condition inspection reports show that some light bulbs needed to be replaced at the end of this tenancy, it is unclear as to whether the bulbs that the landlord selected to replace those that had burned out during this tenancy were of the same type or cost. The tenant and his agent maintained that an $84.00 charge for replacement light bulbs seemed excessive, was not clearly documented, and did not reflect a genuine attempt to mitigate the tenant's losses in this regard. The landlord submitted receipts totalling $66.79 for missing light bulbs purchased on October 31, 2013 and November 1, 2013. The landlord's receipts in this regard are somewhat unclear as they do not identify how many light bulbs were purchased and whether they were used to replace only those light bulbs that needed to be replaced at the end of this tenancy. For this reason, I limit the landlord's entitlement to a monetary award for this item to $33.40, an amount representing one-half of the bills submitted by the landlord.

I also heard conflicting evidence from the parties with respect to whether the tenant was responsible for damage to a bi-fold closet door included in the landlord's claim. The landlord gave undisputed sworn testimony that this door was removed from its hinges during the course of this tenancy and had to be replaced at considerable cost to the landlord. The landlord supplied a photograph of the damaged door showing a major crack down the middle of the end of the door. The tenant entered written evidence that this damage was caused by the landlord when the landlord installed the washer and dryer in the closet covered by the bi-fold door. The landlord responded that he had supplied written evidence showing that the washer and dryer were installed earlier than the tenant claimed and that the damage was caused by the tenant.

After examining the photograph of the bi-fold door in question, it remains unclear as to how this type of damage could be caused. Although the door was clearly not hanging properly when the tenancy ended, I find that the landlord has not provided sufficient evidence to demonstrate that the tenant is responsible for the damage and the costs incurred to replace this door. I dismiss the landlord's application related to the replacement of doors without leave to reapply.

The parties also presented conflicting testimony and written evidence regarding the landlord's claim for the recovery of the cost of repairing the garburator. The landlord testified that the garburator was working properly by 2009, when he last paid to have it serviced by a plumber. He entered written evidence regarding the repairs undertaken in 2009 to the garburator. The tenant and his agent denied that this damage occurred during this tenancy, claiming that this item was never operational during this tenancy.

The landlord's $208.95 invoice for the November 4, 2013 repair of the garburator included the notation that "the motor was seized up and burned out due to possible misuse or neglect." While misuse might be the tenant's responsibility, a burned out motor caused by "neglect" may also have resulted from the landlord's failure to service this unit properly. Based on a balance of probabilities, I find that the landlord has not satisfied the burden of proof required to demonstrate his entitlement to a monetary award for this item. I dismiss the landlord's application for a monetary award for the repair of the garburator without leave to reapply.

When asked as to why so much of the existing laminate flooring lifted, the landlord explained that much of this lifting occurred in the area apparently frequented by the tenant's cat, which allegedly urinated on this flooring to the extent that the underpad and flooring lifted. The landlord also speculated that the tenant may have been wet mopping this flooring, contrary to the instructions provided to him to dry mop this type of flooring. The photographs also demonstrated many scratches on the laminate flooring. As was the case with the landlord's application for the recovery of painting costs, RTB Policy Guideline #40 establishes the useful life of flooring. This type of flooring is estimated to have a useful life of 10 years (or 120 months). In this case, the landlord's replacement of the laminate flooring approximately three years after it was last replaced would entitle the landlord to recover 70% of the costs of supplies and labour associated with the replacement of this flooring. The landlord's labour costs totalled $836.08 and the receipts for flooring supplies totalled $715.19 (I.e., $247.56 + $467.63 = $715.19). Based on the landlord's entitlement to 70% of these costs, I find that the landlord is entitled to a monetary award of $1,085.89 (i.e., $1,551.27 x 70% = $1,085.89).

I dismiss the landlord's application to recover the costs of repairing the bi-fold door and the repair of a light switch, without leave to reapply, as I find that the landlord has not met the burden of proof to demonstrate his entitlement to recover these expenses from the tenant.

Based on a balance of probabilities, I find that screens were damaged during the course of this tenancy for which the tenant is responsible. I allow the landlord's claim for $112.00 to replace these screens. I also allow the landlord a monetary award of $40.00 to install these screens.

I find the landlord's application for a monetary award of $200.00 to pick up supplies excessive. I allow the landlord a monetary award of $80.00, constituting four hours of time at $20.00 per hour for this item.

From the beginning of this tenancy, the signed Addendum between the parties noted that the microwave was not working properly. For this reason, I dismiss the landlord's claim of $6.67 to replace the fuse in the microwave without leave to reapply.

While I accept that the landlord incurred costs in removing items abandoned by the tenant from the rental unit to the dump, I do not accept that the landlord took sufficient measures to mitigate losses in this regard. I allow the landlord a monetary award of $100.00 to remove items from the rental unit and take them to the dump.

I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period. As the landlord has been successful in this application, I allow him to recover his $50.00 filing fee from the tenant.

I dismiss all remaining portions of the landlord's claim without leave to reapply.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover for unpaid hydro, for damage and for his filing fee and to retain the tenant's security deposit:

Item	**Amount**
Cleaning	$375.00
Cleaning Supplies	95.88
Labour for Painting	81.24
Painting Supplies	114.58

Keyless Entry Fob for Rental Building	80.00
Unpaid Hydro Bill	44.29
Replacement of Light Bulbs	33.40
Labour and Supplies to Replace Flooring	1,085.89
Replacement of Damaged Screens ($112.00 + $40.00 = $152.00)	152.00
Labour to pick up Supplies	80.00
Removal of Abandoned Articles and Garbage to Dump	100.00
Less Security Deposit	-572.50
Filing Fee	50.00
Total Monetary Order	**$1,719.78**

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

This interim 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 25, 2014

Residential Tenancy Branch