# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes:

**MND, MNR, MNDC, MNSD, FF**

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, loss of rent revenue, damage to the rental unit, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The landlord and tenant, C.H. were present at both hearings held. Tenant J.C. did not attend. At the start of each hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the relevant evidence and testimony provided.

The parties were reminded on February 2, 2015 that they continued to provide affirmed testimony.

Preliminary Matters

At the start of the January 5, 2015 hearing the tenant said that he received the landlord's application approximately 1 month prior. The landlord provided a copy of a sworn statement issued by a process server who said that she served the tenant via delivery to the tenant's employer on August 15, 2014. The statement stated the hearing documents were delivered to a male adult at the place of employment, who appeared to be in care and control of the place of business. There was no other evidence before me that the adult at the place of employment gave the hearing documents to the tenant.

The landlord has previously obtained a monetary Order naming the tenant. The parties have been before the Court in relation to payments Ordered. The landlord read from an application the tenant submitted to Small Claims Court, for consideration. That document was date-stamped by the Court on August 29, 2014. In his application the tenant referenced the upcoming hearing that was scheduled for January 2015.

The tenant said the Court that informed him of the upcoming hearing in January 2015. I explained to the tenant that the Court would not have been aware of a hearing scheduled by the Residential Tenancy Branch (RTB); that information is not passed from the RTB to the Court. Small Claims Court actions are initiated by a claimant, not the RTB.

The tenant confirmed that in mid-November 2014 he did receive additional evidence from the landlord. A total of seventy-one pages and one hundred and eleven photographs were given to the tenant.

Therefore, I determined that tenant C.H. had been served with Notice of the hearing no later than August 29, 2014, when he made the submission to Small Claims Court, referencing the January 2015 RTB hearing. The tenant may have been confused regarding the time-line of receipt of documents, but from his application made to Small Claims Court on August 29, 2014 I find that the tenant had been served notice of the hearing by August 29, 2014.

Tenant J.C. supplied the landlord with a new address, sent to the landlord via text message. The landlord attended at the address and determined it was the tenant's mother's address. The tenant's mother told the landlord she would accept mail for her son. This was the same address the landlord said he used for the Direct Request application previously made; resulting in Orders and a decision issued on June 18, 2014.

On July 21, 2014 the landlord sent J.C. the hearing documents and seventy-one pages of evidence via registered mail to the address supplied by the tenant. The landlord submitted a copy of a Canada Post tracking history, showing the mail had been accepted on August 5, 2014. The landlord said the tenant opened the hearing documents and then resealed the envelopes and returned them to the landlord.

The landlord submitted the envelopes containing photographs and additional evidence that had been sent to tenant J.C., via registered mail on November 10, 2014. The documents had to be sent in 2 separate packages, due to the number of pages; there were one hundred and eleven coloured photographs plus additional documents. Each envelope has a separate tracking number. Both were returned by Canada Post, marked as unclaimed by the tenant.

On February 2, 2015 I requested a copy of the text message the landlord said he received from the tenant, providing his mother's address as his forwarding address. The landlord submitted a copy of text messages sent between the landlord and J.C. on July 14, 2014, discussing the deposit and mail that had arrived for the tenant. J.C. provided the landlord with an address; which the landlord then used for service. I have determined that the text message evidence supports the landlord's submission that he served J.C. to an address provided by J.C.

Refusal to claim registered mail does not allow a party to avoid service. Therefore, I find pursuant to section 89 and 90 of the Act that tenant J.C. has been served, to the forwarding address provided, with the landlord's additional evidence. I find that the tenant has been served with the hearing documents effective August 5, 2014 and evidence, effective November 15, 2014.

The landlord confirmed receipt of 22 pages of evidence from the tenants on December 22, 2014. The evidence included 9 photographs. The pages were not numbered and ½ of the written submission is from Facebook posts that the landlord said the tenant has obtained in prohibition of privacy settings on the landlord's account.

The tenant served that evidence to the RTB via registered mail sent on December 19, 2014. The Canada Post tracking page shows the mail was sent on December 19, 2014 and delivered on December 22, 2014. The tenant was asked to resubmit his evidence as it was not before me. On February 2, 2015 the tenant's evidence was available and referenced during the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation totaling $7,291.92?

May the landlord retain the security deposit?

Background and Evidence

The 1 year, fixed-term tenancy commenced on November 1, 2013. Rent was $1,203.00 per month, due on the 1st day of each month. A security deposit in the sum of $577.50 was paid. A copy of the tenancy agreement was supplied as evidence.

An addendum to the tenancy agreement included a:

- $25.00 late fee (clause 4);
- no smoking clause that required painting of the unit should the tenant's smoke (clause 8);
- hydro was not included but will be in the he landlord's name and payment is due within 7 days of receipt of the bill (clause 9);
- payment of rent owed from the start of the tenancy in the sum of $48.13 monthly during the each month of the term to cover one-half of unpaid November 2013 rent (clause 10); and
- a notation that the tenants understood how to care for the laminate flooring (clause 11).

The addendum was signed by all parties on October 14, 2013.

A move-in condition inspection report was completed on November 1, 2013. The tenants signed the report which included notations that the walls, ceilings and trim

throughout the unit were freshly painted. An entry closet door required repair and a fuse was needed for the microwave.

The tenancy ended as the result of a failure to pay rent. The landlord supplied a copy of an Order of possession and monetary Order issued on June 18, 2014, as the result of an application made via the Direct Request Proceeding process. The tenant was told I would look at the decision.

The June 18, 2014 decision determined that a 10 day Notice ending tenancy for unpaid rent had been issued and posted to the tenant's door on June 2, 2014. The Notice had an effective date of June 15, 2014. The tenants did not dispute the Notice. On June 18, 2014, based on the June 11, 2014 application made by the landlord, the landlord was issued an Order of possession and a monetary Order for June 2014 rent. I note that I wrote the Direct Request Proceeding decision.

The landlord provided a copy of a note to the tenants, dated March 25, 2014, which listed a number of issues, including:

- Possible loss claim related to a plugged toilet;
- Reminder that the new laminate floors are to be dry mopped and that signs of water damage was seen on February 6, 2014; and
- That all windows now have screens.

On June 2, 2014 the landlord issued another letter to the tenants that included:

- A possible claim for loss of rent revenue;
- The need to pay the balance of rent owed from November 2013;
- The need to replace the shower door the tenant had acknowledged he broke;
- The need for the tenant to pay for the plumbing costs incurred as a result of the toilet being clogged with toilet paper;
- Late fee in the sum of $25.00 for June, 2014; and
- The tenant's responsibility for repairs needed to the laminate flooring.

On June 25, 2014 the landlord wrote another letter to the tenants reminding them of the need to pay June 2014 rent and informing the tenant's the landlord had applied for dispute resolution. The letter was posted to the tenant's door. The landlord proposed a move-out condition inspection for July 1, 2014 at 9 a.m. The tenants did not respond or offer another time to meet for the inspection.

The landlord then posted a Notice of Final Opportunity to Schedule a condition Inspection Report to the tenant's door on June 30, 2014. The Notice was removed from the door by the next day. The Notice indicated a date of July 6, 2014 at 9 a.m. for the inspection. The tenants did not respond to this Notice. The landlord then completed the report on his own. A copy of the move-out inspection report has a clerical error; the

report was completed on July 6, 2014; not July 5, 2014. The landlord checked this date against a receipt for cleaning products he purchased on the same day.

The tenant said he did not receive any of the documents; with the exception of the 10 day Notice ending tenancy. The landlord said that he resides next door to the rental unit and was aware of the tenant's presence throughout June 2014. The lights would be on and the tenants were coming and going. The landlord said the tenants likely vacated the day prior to the scheduled inspection; although he did not witness them vacate.

The tenant said he vacated on June 5 and that he had offered to pay the landlord June rent. The landlord threatened to sue the tenant; the tenant said the landlord was constantly harassing them.

The move-out inspection report reflected a unit that required cleaning throughout; light bulbs were missing, ceilings were stained, walls were marked and the flooring was damaged. Two heaters were missing and furniture was abandoned. The landlord had a witness present with him when the report was completed; J.L. signed the report.

The landlord has made the following claim, which has been reduced, since filing:

| | |
|---|---|
| July 1 – August 15, 2014 loss of rent revenue | 1,203.00 |
| Replace flooring – labour and flooring | 1,265.87 |
| Paint supplied | 638.88 |
| Paint labour | 512.50 |
| Cleaning | 606.25 |
| Cleaning supplies | 154.85 |
| Replace missing shower stall glass door | 334.88 |
| Plumber – plugged toilet | 313.95 |
| Labour – picking up supplies | 210.00 |
| Mileage – picking up supplies | 107.75 |
| Replace closet door | 98.56 |
| Install closet door | 50.00 |
| Rubbish removal | 150.00 |
| Replace key fobs | 160.00 |
| Light bulbs | 51.20 |
| Window screen | 33.60 |
| Hydro bill | 120.00 |
| June 2014 late rent fee | 25.00 |
| Replace portable heaters | 120.00 |
| TOTAL | $6,156.29 |

During the initial hearing the landlord withdrew the claim related to the closet door. Some items claimed have been reduced from the sum originally claimed, as a result of the landlord's efforts to mitigate the loss.

The landlord has been issued a monetary Order for unpaid June 2014 rent and an Order of possession that was effective June 18, 2014. The landlord advertised the unit on 3 occasions (July 7, July 10 and July 12, 2014); rent requested was $1,175.00. Copies of the ads were supplied as evidence. The landlord was able to mitigate the loss of rent revenue by locating a new occupant. The new occupant was able to move into the unit on August 1, 2014. A copy of the new tenancy agreement and inspection report was supplied as evidence. The landlord has claimed the loss of July 2014 rent in the sum of $1,203.00.

The landlord submitted multiple photographs of the flooring that showed dents and small holes made through the surface of the laminate. The move out inspection report notated forty-seven gouges in the living room, 9 in the dining room; 3 in the main bedroom, 6 in the den plus raised panels from water damage in the den and bedroom. Once the tenants were notified of the possible claim for damage to the floor they did remove a leg from the futon and used a paint can with paper towel as a cushion. A photo of the can was supplied as evidence.

The floors had been newly installed in November 2013. The original labour cost for removal of the old flooring and installation of the new floor in November 2013 was $836.08. A copy of the November 25, 2013 invoice was submitted. The original laminate was purchased at a big-box store.

The landlord supplied close-up photographs of the flooring, to demonstrate the need to replace all of the flooring in the living, dining room and den. The tenants had a fish tank, which leaked, causing boards in the den to rise. The landlord supplied seventeen photos of the damaged flooring.

When the landlord attempted to replace the flooring he could not locate laminate that matched the original floors. He went to 3 different locations for the chain where the laminate had been purchased and finally decided to buy replacement for the whole floor. He was able to purchase flooring that was on clearance, for $19.00 a box, vs. $28.00. The invoices for flooring purchases were dated July 7, 8, and 11, 2014. The total cost for the laminate was $595.84; the total cost for flooring replacement was $1,265.87; less than the $1,800.00 the landlord thought the flooring might cost.

The landlord paid $420.03 for labour to install the new floor; he had someone else remove the existing flooring. An August 1, 2014 invoice was supplied as evidence of the cost to install new flooring in the living, dining room and den.

Proof of payment of $250.00 for floor removal and disposal was supplied as evidence; the worker signed a statement and a copy of the July 27, 2014 cheque issued by the landlord was supplied as evidence.

Clause 8 of the addendum signed by the parties indicated that no smoking was allowed in the suite and that the condo had been painted (all walls and ceilings) prior to move in. The clause informed the tenants that if they smoked the tenants would have to pay to have surfaces washed and painted. The landlord discovered the tenants had smoked; resulting in the need to paint the walls and ceiling. Photographs taken showed dried new paint against areas that had yet to be painted; to demonstrate the yellowing that had occurred in the paint. Some photos showed scratches in walls.

July 2014 receipts totaling $633.88 for paint were supplied as evidence. A detailed invoice issued by the painter was submitted; outlining the walls that were painted throughout the unit. Not all walls had to be painted. There were some vaulted areas that required paint. The living room and dining room ceilings and loft required 2 coats of paint to cover the stains. Proof of payment of $512.50 was supplied as evidence of labour costs for July 10 and 12, 2014.

The landlord had a friend and another cleaner work in the unit to clean. The cleaner signed a detailed outline of the work completed in the unit; describing parts of the home as filthy, full of grime, cigarette ash and butts left on the floors; 7 bags of garbage in the he kitchen; dirty bathrooms; 2 hours spent in 1 bedroom cleaning and payment for a total of twelve hours at $25.00 per hour.

A second person signed a statement that they worked for twelve and 1/4 hours and were paid $25.00 per hour; totaling $306.25. That person spent four and half hours cleaning the living room and one and one half hours in the den, 2 hours in the entry and hallway; almost 3 hours in the upstairs bathroom and one and one-half hours cleaning the loft area. Items were left in the unit, the walls needed washing, the home smelled of smoke, stains in the ceiling could not be reached, the bathroom tiles and tub were full of yellowish grime, the fixtures were dirty, cupboards had garbage in them, doors and fixtures were dirty, windows were not cleaned and there was broken glass in the den.

The landlord said that in May the tenant told him the glass shower door had been broken as he fell through the door when he was drunk. The landlord's June 2, 2014 note given to the tenant's referenced the need to replace the door the tenant acknowledged he had shattered. The landlord supplied proof of payment for a new enclosure. One panel was broken but the cost of custom glass would exceed the cost of a new unit. Payment was made on July 15, 2014.

J.C. was at home when a water leak originated in the unit. The toilet was full of paper and it appeared it had been flushed multiple times. The landlord supplied an invoice indicating a service call on November 24, 2014 which outlined that the toilet was backing up and an auger was used to clear a blockage that was approximately 2 feet from the toilet. The invoice stated that the issue may have been in the main stack, but they could not tell. Once the blockage was cleared the toilet functioned. A Restoration Scope report issued on December 8, 2014 indicated that the source of the problem was a faulty toilet flush valve and clog.

The landlord supplied a list of dates for travel completed to pick up supplies required for repair. A total of 9.75 hours for time (9.75 X $20.) plus 215.5 km (215.5 km X .50 c) are claimed. There were 3 trips to the same hardware outlet for paint supplies, totaling 40.5 km and 2.25 hours of time. The landlord supplied a copy of a July 27, 2014 cheque issued in the sum of $302.75 for the time and travel costs claimed.

The landlord supplied a list of items that had been left in the unit after the tenants vacated. A futon, coffee table, workout bench, kitchen items, patio table and chairs were among the items detailed in a list provided by the landlord. The belongings were stored for a period of 30 days. Eleven bags of garbage were disposed of. A statement was signed by the person who stored the items and then disposed of them. This person, R.S., was paid $150.00 to remove the items and $50.00 for storage. Copies of 2 cheques written to R.S. on July 6 and August 13, 2014, were supplied as evidence of payment.

The landlord provided a recipe issued by the strata on July 10, 2014 for the cost of key fob replacement in the sum of $160.00. The fobs were not returned by the tenants.

The landlord provided a receipt for lightbulb purchase. The unit has a lot of lights and all were functional at the start of the tenancy. Nine bulbs were burnt out at the end of the tenancy and all were replaced.

The landlord had informed the tenants on March 25, 2014 that the new window screens had been provided; all windows then had screens. At the end of the tenancy the den screen was missing. A photo of the window, without a screen and a July 10, 2014 invoice for replacement, was supplied as evidence.

The landlord provided a copy of the hydro bill showing an outstanding sum owed of $53.88.

The landlord has claimed a June late rent payment fee, as set out in clause 4 of the tenancy agreement addendum.

There was no dispute that 2 heaters left in the unit for the tenant’s use were removed by the tenants and not returned. The landlord supplied an invoice for replacement cost of $145.58, purchased in November. The landlord could not locate heaters until the fall season began.

The tenant said that the landlord had entered the rental unit on several occasions, without giving proper notice, that he moved items in the unit and failed to lock the door. The landlord alleged he had to enter in the middle of the night to turn off an alarm clock the tenants did not even own. When the landlord was issued the monetary Order he sent it to the tenant in a sympathy card. The tenant submitted that landlord has taunted him, illegally entered the unit and that he broke the lease as a result of the landlord’s violation of the tenant’s right to privacy. The tenant said the 10 day Notice ending

tenancy was issued on June 2, 2014 after the tenant complained about a loss of privacy.

The tenant alleged that the landlord has hired friends to complete work, issued payments by way of cheque, which are then not likely cashed. The tenant said that proper invoices were not supplied as evidence.

A friend of the tenant wrote a letter stating she was present when the tenants vacated the unit on June 5, 2014. The previous tenant J.C. was not living in the unit; the tenant had another friend staying with him. This person helped clean the unit; they left garbage bags in the suite.

The tenant supplied a December 15, 2014 letter from a previous landlord; who stated he had left her unit clean and undamaged. She had found the tenant quiet and respectful.

The tenant provided affirmed testimony that the futon couch that had been left in the unit at the start of the tenancy had a nail on 1 leg, which caused damage to the floor in the living and dining room. The tenant said he removed the leg and gave it to the landlord. The tenant said his co-tenant had agreed to keep the futon that was present when they moved into the unit.

The tenant was not aware of any water damage in the unit. They never wet mopped the floor and did not have a fish tank.

The tenant said that throughout the tenancy there were boxes of laminate flooring in the closet that could have been used to replace any damaged boards. The tenant questioned why the landlord went to a store a long distance from the rental unit, when he had flooring that matched. The tenant questioned why the landlord replaced all of the flooring.

The tenant said that the unit was not freshly painted at the start; only sections had been painted. The tenant said he does not smoke and did not allow anyone else to smoke; guests smoked on the balcony. The co-tenant also smoked outside.

The tenant said he had left his previous rental clean and that he had cleaned this unit before he vacated. A few bags of garbage were left behind. The tenant said that the landlord knows how to get money from tenants and suggested the landlord's evidence was somehow created to allow him to succeed in a claim.

The tenant said he does not drink alcohol or smoke and that the glass shower door broke when he closed it against a screw that had lost its rubber top. The tenant said he had agreed to replace the door, in the past.

The tenant stated he did not know how the toilet overflowed; he was not in the unit at the time. The plumbing in the building is not good. The co-tenant's mother lives in one of the buildings at the property and told them there were issues with the plumbing.

The tenant said that the landlord purchased flooring when he already had multiple boxes of flooring. The landlord travelled to a store that was not close to the unit.

The tenant said there were only 3 bags of garbage left in the unit after he vacated.

The tenant confirmed that the key fobs were not returned to the landlord.

The tenant acknowledged that some lightbulbs may have been burned out.

The tenant said they did not remove the window screen.

The tenant agreed that he owed $33.00 for May and June 2014 utilities.

The tenant agreed that the heaters were mistakenly taken and not returned. One of the heaters no longer functioned.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

The tenancy was previously found to have ended effective June 15, 2014; the effective date of the Notice. Therefore, I find that the tenants over-held from June 15 to at least June 30, 2014. I found the landlord's testimony convincing; that he could hear he tenants, see lights on in the unit and that notices placed on the door were being removed. I question why the landlord would go to the trouble of submitting an application for dispute resolution on June 11, 2014, if the tenants had vacated and provided the landlord with possession of the unit. This seems highly unlikely. Therefore, I have rejected the tenant's witness letter that stated the tenant vacated on June 5, 2014 and find, on the balance of probabilities, that the landlord's information on the end of the tenancy was correct.

The tenant present at the hearing may have vacated the unit, but as a co-tenant he is jointly and severally liable for the tenancy. If one co-tenant vacates but others remain in the unit, even occupants, the tenancy has not ended unless proper notice has been given or the tenant relinquishes possession by returning the keys.

Once the landlord obtained possession of the unit he began to advertise and was able to mitigate the loss of rent revenue by locating a new occupant effective August 1, 2014. The tenants left the unit in a state that could not be quickly rehabilitated; they also failed to provide vacant possession after the Notice ending tenancy had been issued.

Therefore, as the tenants breached the term of the fixed-term tenancy, failed to accept the Notice ending tenancy effective date and failed to leave the unit reasonably clean and free of damage, I find the landlord is entitled to loss of July 2014 rent revenue in the sum of $1,203.00. The landlord made reasonable efforts and was able to re-rent the unit for the next month.

I have considered section 37 (2) of the Act, which provides:

> *(2) When a tenant vacates a rental unit, the tenant must*
>
> > *(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and*
> > *(b) give the landlord 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*

I considered the tenant's submission that the landlord has used friends to complete work on the unit. There was no evidence before me that the landlord has falsely created invoices or records of work completed. In fact, the records provided for time and travel, painting, repairs and cleaning were detailed and provided specific information on the work performed. I found the records to be reliable.

From the evidence before me the landlord replaced the flooring at the start of this tenancy. At the end of the tenancy there was damage that had been caused resulting in the need to replace flooring in the living, dining room and den. The photographs, combined with the invoice verifying flooring installation and payment for flooring and flooring removal supported the claim. I did not find that the documents were fraudulent, although cancelled cheques for payment were not supplied. If the tenant believed fraud had been committed, there was no evidence before me that was the case. The tenant provided no evidence of the boxes of flooring he says were in the unit.

The flooring was new in November 2013; therefore, as suggested by policy #40, I have applied depreciation. Flooring is considered to have a useful life of 10 years; therefore I have reduced the sum claimed by $75.95 (1265.87/10 = 126.59 X 60% = 75.95.) Therefore, I find that the landlord is entitled to compensation in the sum of $1,182.92 for flooring.

I find that the tenants or their guests did smoke in the unit; this seems the only possible way the walls could have discoloured. The addendum clearly set out the smoking prohibition and the possibility of painting costs. I have reviewed the invoices for paint and supplies. Paint trays, trim guards and edger's can all be reused. Therefore, I have reduced the claim and find the landlord is entitled to compensation of $330.00 for paint supplies; the balance claimed is dismissed.

The landlord supplied a detailed breakdown of the painting that was completed. Even if a friend did do this work; the landlord has supplied evidence of payment made for over

twenty-one hours of work. Therefore, I find that the claim for painting labour is reasonable and that the landlord is entitled to the sum claimed.

Based on the detailed outline of cleaning that was completed over a period of twelve hours, and the verification of payment made, I find that the landlord is entitled to compensation as claimed. The evidence before me showed a unit that was not reasonably cleaned. The photographic evidence provided what I find was overwhelming evidence of the need for significant cleaning.

I find that the landlord is entitled to cleaning supply costs; less the cost of some items that can be reused, such as the bucket. Therefore, I find that the claim for cleaning supplies is reduced by $50.00.

In the absence of evidence of the age of the shower door I find that the replacement with a new door unit should be reduced to reflect the fact that the landlord now has a brand-new unit. Therefore, I find the landlord is entitled to compensation in the sum of $250.00.

I find that the landlord is entitled to travel time and mileage as claimed; less 1 hour and 27 km; to take into account repeated trips to the same store for paint supplies. It is reasonable to expect all supplies to be obtained at one time. Therefore, I find the landlord is entitled to compensation for time and mileage is reduced by $13.50 for mileage and $20.00 for time spent.

From the evidence before me I find that an assumption has been made that the tenant's caused the toilet to overflow. The invoice issued by the plumber was not definitive; they could not tell if the issue may have originated in the main stack. Further, the blockage was estimated to be 2 feet away from the toilet and also related to what the restoration company called a faulty toilet flush valve. Therefore, in the absence of evidence that the problem did not originate from some other deficiency with the plumbing or toilet, I find that the claim for plumbing repair is dismissed.

Based on the detailed statement signed by the person who stored and disposed of items left in the unit; combined with the cheques written for payment, I find the landlord is entitled to the costs claimed for rubbish removal. The photographs evidence showed items that remained in the unit.

The tenant has acknowledged the key fobs were not returned and that some lightbulbs were not replaced, as suggested by RTB policy #1. Therefore, I find the landlord is entitled to the verified replacement costs.

From the evidence before me I find that the landlord ensured there were screens on the windows and that the new den screen was missing at the end of the tenancy. The tenant may not know how the screen went missing, but the tenants are responsible for ensuring that all fixtures remain in the unit at the end of a tenancy. Therefore, I find the landlord is entitled to verified replacement cost.

There was no dispute the tenants were responsible for hydro costs. From the evidence before me the tenant owed $53.38 that was shown as past due on the bill. However the bill included costs that went beyond the date the landlord obtained possession of the unit, therefore, I find that the landlord is entitled to $43.35 that was past due, to July 4, 2014. The tenants had then vacated the unit and were no longer responsible for hydro costs.

I find that the landlord is entitled to the June 2014 late rent fee, as indicated in the addendum. The tenants did not pay June rent and the landlord later obtained a monetary Order for rent owed.

In the absence of information on the age of the heaters I find that they were at least 1 year old and that the cost of replacement is reduced by $30.00. Therefore, as the tenants did not return the heaters I find the landlord is entitled to compensation in the sum of $115.00; which is $5.00 less than claimed.

Therefore, the landlord is entitled to the following compensation:

| | Claimed | Accepted |
|---|---|---|
| July 1 – August 15, 2014 loss of rent revenue | 1,203.00 | 1,203.00 |
| Replace flooring – labour and flooring | 1,265.87 | 1,189.92 |
| Paint supplies | 638.88 | 330.00 |
| Paint labour | 512.50 | 512.88 |
| Cleaning | 606.25 | 606.25 |
| Cleaning supplies | 154.85 | 104.85 |
| Replace missing shower stall glass door | 334.88 | 250.00 |
| Plumber – plugged toilet | 313.95 | 0 |
| Labour – picking up supplies | 210.00 | 190.00 |
| Mileage – picking up supplies | 107.75 | 94.25 |
| Replace closet door | 98.56 | 0 |
| Install closet door | 50.00 | 0 |
| Rubbish removal | 150.00 | 150.00 |
| Replace key fobs | 160.00 | 160.00 |
| Light bulbs | 51.20 | 51.20 |
| Window screen | 33.60 | 33.60 |
| Hydro bill | 120.00 | 43.35 |
| June 2014 late rent fee | 25.00 | 25.00 |
| Replace portable heaters | 120.00 | 115.00 |
| TOTAL | $6,156.29 | $5,059.30 |

The balance of the claim is dismissed.

I find that the landlord's application has merit and that the landlord is entitled to recover the $100.00 filing fee from the tenants for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of $577.50**,** in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order in the sum of for the balance of $4,581.80**.** In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation for damage to the rental unit and damage or loss under the Act, as set out above.

There was no claim for unpaid rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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: January 05, 2015

Residential Tenancy Branch