



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPM, OPC, MNDL-S, MNRL-S, FFL**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- An order of possession under a Mutual Agreement to End Tenancy ("Mutual Agreement") pursuant to section 55;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenants LL and BS attended with the agent BL who identified as the father of tenant LL ("the tenants"). The tenant CK did not attend. The landlord attended with the agent CG ("the landlord").

At the outset, the landlord withdrew the claims for an Order of Possession as the tenants had vacated the unit. The landlord also withdrew claims against the tenant CK. Accordingly, the landlord's claims against CK are dismissed without leave to reapply and the identification of the parties is amended accordingly.

All parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

No issues of service were raised except that the tenants claimed their evidence package did not include certain receipts. After hearing the testimony of the parties, I found that certain receipts referenced by the landlord were not included in the evidence package or submitted as evidence.

### Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

### Background and Evidence

The parties submitted considerable documentary evidence and conflicting testimony in a lengthy 118-minute hearing. Not all this evidence is referenced in my Decision, but only relevant, significant, and admissible facts are included.

#### *Background*

The parties entered into a tenancy agreement starting June 1, 2020 for rent of \$2,450.00 payable on the first of the month. A copy of the tenancy agreement was submitted.

On August 30, 2020, the landlord issued a One Month Notice to End Tenancy for Cause effective September 30, 2020. The effective date was September 30, 2020. The One Month Notice claimed that the parties smoked in the unit, were warned on August 11,

2020 by letter (a copy of which was submitted).

The One Month Notice also stated as follows:

*The tenants did the water damage on the living room floor, master bedroom balcony door blind, master bedroom door frame, master bedroom toilet seat, painting marks on the balcony and we asked them to repair on August 11, 2020 to fix them by August 19, 2020 and no actions have been taken by the tenant*

The landlord testified that he received continuing reports that the tenants were smoking in the unit in contravention of the agreement and the strata by-laws.

On September 24, 2020, the parties signed a Mutual Agreement to End Tenancy in the RTB form. The effective date was September 30, 2020.

#### *Security Deposit*

At the beginning of the tenancy, the tenants provided a security deposit of \$1,225.00.

The landlord testified he returned a third of the security deposit to the tenant CK, leaving a balance of \$817.00. The tenants testified they had no knowledge of the partial return of the security deposit.

The tenants claimed the landlord retained the entire deposit without the tenants' authorization.

#### *Condition Inspection - Moving in*

The parties agreed that a condition inspection was conducted on moving in which indicated the unit was in good condition in all material aspects.

The tenants claimed that the report was incomplete in that photographs were printed and attached as evidence by the parties showing pre-existing damage to the laminate flooring in the unit and to the surface of the balconies; the tenants submitted copies of the photographs which they testified had been attached to the report.

The landlord denied that these photographs reflect the condition of the laminate flooring or balcony floors or that they were attached to the report on moving in. He testified that the photos reflect the damage at the end of the tenancy as caused by the tenants.

The landlord submitted a copy of the signed condition inspection report on moving in as evidence which does not include the photographs.

The tenants denied that the landlord provided them with a copy of the report.

*Condition Inspection - Moving Out*

The parties agreed that the tenant CK met with the landlord on October 1, 2020 at a pre-arranged time for an inspection; a copy of the signed condition inspection report on moving out was submitted. The landlord testified the inspection was carried out with CK on behalf of all tenants as stated in the report.

The report indicated damage and lack of cleanliness which is referenced later under each claim. The report stated in part as follows:

*Dirty walls in hallway, living room, bathrooms, carpets in bedrooms dirty, kitchen needs deep clean and bathrooms shower/bathtub dirty, ... garbage stuff disposed [illegible word]*

The tenants stated they were denied an opportunity to attend the inspection and that they attempted to arrange a meeting with the landlord in order to attend, but the landlord failed to return their calls/texts.

The landlord denied this version of events and testified he sent many messages to the tenants in a futile effort to have them attend the inspection; the landlord submitted copies of a considerable number of texts and emails in support of his testimony that the parties had carried out extensive communication about scheduling the inspection.

The correspondence was primarily between the landlord and BL. BL wanted the security deposit returned on the last day of the tenancy and stated that the tenants expected full compensation if they showed up for the inspection. Otherwise, as stated by BL, the landlord “was in for a long fight” trying to get the tenants out. BL also stated the tenants “will continue to occupy the suite” into the New Year and the landlord would have to apply for an Order of Possession.

BL threatened to sue the landlord if the landlord did not do as BL directed. BL stated as follows in a text dated September 26, 2020:

*Also in the new dispute I am naming you personally for pain and suffering for which I will put a lien against your condo immediately for future receivership...  
Good luck ever selling that fucking place*

The following are portions of some of the many texts from BL, in part:

*Neither [tenants LL or BD] will talk to you and nobody's moving.... There you go you got what you wanted.  
They were going to move out today but you decided to go full retard and fuck yourself out of that they will be staying now ...*

### *Undisputed Claims*

The parties agreed the landlord is entitled to a monetary award for the following:

ITEM	AMOUNT
Replacements fobs, keys	\$100.00
Reimbursement strata fine	\$100.00
<b>TOTAL UNDISPUTED CLAIMS OF LANDLORD</b>	<b>\$200.00</b>

### *Disputed Claims*

The following are the disputed claims:

	ITEM	AMOUNT
1.	Replacement laminate flooring	\$2,500.00
2.	Painting – materials and labour	\$669.92
3.	Cleaning	\$450.00
4.	Replacement blinds master bedroom	\$300.00
5.	Replacement mirror – bathroom	\$200.00
6.	Carpet cleaning	\$165.00
7.	Storage of tenants' belongings	\$100.00

8.	Repair damage to balcony flooring	\$80.00
9.	Replacement towel bar	\$80.00
	<b>TOTAL DISPUTED CLAIM OF LANDLORD</b>	<b>\$4,544.92</b>

Each claim is addressed.

### **1. Replacement laminate flooring      \$2,500.00**

The landlord claimed compensation for an anticipated replacement cost of \$2,500.00 of the laminate flooring in the unit.

The landlord testified the flooring was in good condition when the tenants moved in, that it was installed in 2019, and the tenants caused water damage to an area requiring the entire floor to be replaced. As stated, the landlord inspected the unit in August 2020 and wrote the tenants a letter dated August 11, 2020, a copy of which was submitted, which addressed the discovery of the damage and requested that the tenants repair the floor.

The landlord testified that he obtained an estimate of \$2,500.00 which he believed accurately reflected the anticipated costs of repairing the flooring. In support of his claim, the landlord referenced the condition inspection report on moving in which stated the flooring was in good condition. The landlord submitted photos showing the damage.

The tenants stated that the flooring was damaged when they moved in and was in substantially the same condition when they moved out, wear and tear excepted. They denied they caused any damage.

However, the tenant BD acknowledged in her testimony some water leakage and damage caused by a second refrigerator they had brought into the unit.

The tenants submitted photographs which they testified were taken on moving in and show the damage was present at that time; hence, they were not responsible. The landlord stated the photographs were taken at the end of the tenancy and reflect the damage done by the tenants.

The tenants denied the landlord's testimony regarding age and condition. They referenced the condition inspection on moving out which did not list damage to the laminate flooring. They acknowledged receipt of the warning letter of August 11, 2020 and the One Month Notice.

The landlord stated he intended to replace the flooring at an uncertain date and has not done so because he cannot afford the expense at present.

## **2. Painting – materials and labour     \$669.92**

The landlord testified the unit was painted in 2019 shortly before the tenants moved in.

In support of his claim that the tenants damaged the walls, the landlord referenced the letter of August 11, 2020 to the tenants asking them to fix the damage. The landlord also noted the damage was described in the One Month Notice and the Condition Inspection Report on moving out.

The landlord submitted photographs of the damage and discoloration of areas of the walls and other parts of the unit which he claimed were caused by the tenants.

The landlord testified he incurred expenses for materials and spent many hours of his own labour to fix damage to the walls and repaint. The landlord stated he submitted a receipt for paint supplied although this receipt was inadvertently not uploaded or included in the tenants' evidence package. The landlord estimated \$500.00 for his labour; the total amount claimed for labour and materials is \$669.92.

The tenants denied that the unit needed repainting when they left and claimed they left the unit in substantially the same condition as when they moved in, reasonable wear and tear excepted. They stated they were responsible for some damage which they touched up before they left. They submitted no documentary evidence, such as photographs, showing the repairs they claimed to have done.

## **3. Cleaning     \$450.00**

The landlord testified that when the tenants moved out, the unit required considerable cleaning and that the time and labour (\$20.00 an hour) amounted to a claim for \$450.00. The landlord stated he did most of the work himself.

The landlord submitted many photographs supportive of his claim that the unit was dirty and in need of substantial cleaning. These photographs showed a generally unclean unit including dirty appliances and stained carpet.

The tenants denied they left the unit requiring this amount of cleaning. They stated they cleaned the unit including the appliances. The tenants did not submit any documentary evidence such as photographs showing that they had carried out the cleaning claiming they were locked out by the landlord before this could be done.

The landlord denied locking out the tenants before the end of the tenancy and preventing them from finishing cleaning.

**4. Replacement blinds master bedroom      \$300.00**

The landlord claimed \$300.00 as an anticipated reasonable cost for the replacement of blinds in the master bedroom which he stated were damaged by the tenants. The landlord has not yet incurred the expense of replacing the blinds.

In support of his claim, the landlord said he wrote a letter to the tenants dated August 11, 2020, referenced earlier, stating that the blinds were damaged and requested they be fixed.

The landlord stated that they were in good condition when the tenancy began as stated in the condition inspection report on moving in. The landlord referenced the inspection report on moving out which stated the blinds were “dirty/treth” [sic]. The landlord did not submit any estimate in support of his claim, stating the blinds would be replaced in the future when he could afford it. The landlord’s One Month Notice referenced the damaged blinds as a reason for evicting the tenants.

The landlord acknowledged that the blinds were 6 years old and that his estimate was “a guess”.

The tenants denied damaging the blinds and stated they were in the same condition on moving out as when they moved in.

**5. Replacement mirror – bathroom      \$200.00**

The landlord claimed \$200.00 as an anticipated reasonable cost for the replacement of bathroom mirror which he stated was damaged by the tenants.

The landlord did not provide testimony or evidence of the age of the mirror or its original cost. He stated that it was in good condition when the tenancy began as indicated in the condition inspection report on moving in. He submitted photos showing the damage to



the mirror.

The landlord did not submit any receipts or estimates in support of his claim, stating the mirror would be replaced in the future when possible.

The tenants denied damaging the mirror and stated it was in the same condition on moving out as when they moved in. They referenced the condition inspection report on moving out which does not state the mirror was damaged.

**6. Carpet cleaning            \$165.00**

The landlord claimed \$165.00 as reimbursement for cost for the carpet cleaning. The landlord submitted a receipt, photographs and the condition inspection report on moving out noting that the carpet needed cleaning.

The tenants denied the carpet needed cleaning and stated they had cleaned the carpet with a borrowed cleaner. They did not submit any documentary evidence such as photos showing a clean carpet when they moved out.

As stated earlier, the tenants claim they were unfairly locked out and not permitted to complete cleaning.

**7. Storage and disposal of tenants' belongings    \$100.00**

The landlord claimed compensation for disposal of the tenants' belongings. The landlord stated the tenants failed to take various items such as a sofa, other furniture and personal possessions and abandoned items with him to look after.

The tenants denied that the landlord is entitled to this amount. They stated the landlord locked them out of the unit before they vacated, and they were prevented from getting in to get all their possessions.

However, they acknowledged that when they eventually did attend at the unit and collect items, they left behind some furniture and other items which they told the landlord they did not want.

**8. Repair damage to balcony flooring            \$80.00**

The landlord claimed the tenants stained the balcony flooring requiring repairs which he

did at an estimated labour cost of \$80.00. The landlord submitted photographs which he claimed showed the damage. The damage is referenced in the letter of August 11, 2020 to the tenants and in the One Month Notice.

The tenants denied responsibility for such stains and damage and claimed the floor was in substantially the same condition when they moved out as when they moved in. In support of their assertion, the tenants submitted photos of the balcony flooring indicating that the condition pre-existed the start of the tenancy; the landlord denied the photos were taken before the start of the tenancy.

#### **9. Replacement towel bar      \$80.00**

The landlord claimed the tenants stained the towel bar requiring repairs which he did at an estimated labour cost of \$80.00. The landlord did not submit any supporting documentary evidence.

The tenants denied responsibility for such damage and claimed the unit in all aspects was in substantially the same condition when they moved out as when they moved in. In support of their assertion, the tenants referenced the condition inspection report which does not list the item as damaged.

#### *Summary of the landlord's claims*

The landlord claimed an award of **\$4,544.92**, authorisation to apply the security deposit to the award and reimbursement of the filing fee of \$100.00.

The tenants requested that the landlord be granted a Monetary Order of \$200.00 and they be granted a return of the balance of their security deposit.

#### Analysis

I have considered all the submissions and refer only to key, admissible facts. Substantial evidence and conflicting testimony were submitted in a 109-minute hearing. Only relevant findings are referenced.

#### *Credibility*

It is up to the party making a claim to establish it on a balance of probabilities, that is, that the claim is more likely than not to be true.

During the lengthy hearing and in reviewing the substantial documentary evidence including texts/emails, I found the landlord to be credible, straightforward and professional. I found that the landlord made repeated, well-mannered requests to the tenants regarding issues, including a request that they fix specific damage, stop smoking, and cooperate in scheduling a moving out inspection. His testimony was supported in all key aspects by submitted documents including letters to the tenants, the One Month Notice, and copies of texts/emails.

Any shortcomings in the landlord's evidence, such as not submitting a supporting receipt, are balanced by the landlord's apparent competence, evidence and veracity. Considering all these factors, I give considerable weight to the landlord's evidence.

I find the tenants were uncooperative throughout the tenancy (for example, in failing to stop smoking) and at the end of the tenancy (in their refusal to attend an inspection unless the landlord promised to return all the security deposit).

I find the tenants refused to acknowledge the landlord had grounds to end the tenancy despite compelling documentary evidence to the contrary. I find the tenants attempted to force the landlord to return the security deposit in full on the final date of the tenancy without cleaning or compensating him for repairing damage or leaving furniture behind. I find the tenants threatened they would stay in the unit if the landlord did not do what they wanted.

I find the tenants denied most of the landlord's key submissions and claims. This blanket denial was made even in the face of compelling evidence to the contrary. I find the tenants' evidence as to the denial of most responsibility to be unlikely and unbelievable given the facts as I understand them after reviewing the testimony and documents. I find the agent BL's evidence to be particularly lacking in credibility as it was contradicted in key aspects by his offensive and aggressive correspondence with the landlord.

As a result of my assessment of the parties' credibility, I prefer the landlord's evidence in all pertinent aspects. Where the parties' evidence conflicts, I prefer the landlord's version of events as reliable and credible.

### *Security deposit*

I accept the landlord's testimony that the tenant CK, against whom the landlord

withdrew his application, received a return of part of the security deposit leaving a balance owing of \$817.00.

### *Claim for Compensation and Damages*

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement.

Section 7(1) of the *Act* provided that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party, the landlord, must establish that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

The landlord must meet the burden of proof with respect to each claim. Each of the landlord's claims are considered in turn.

#### **1. . *Did the tenant fail to comply with Act, regulations, or tenancy agreement?***

##### **1.1. Replacement laminate flooring    \$2,500.00**

Under section 37(2) of the *Act*, the tenant must *leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.*

The landlord requested compensation for damages for laminate flooring and claimed the entire floor had to be replaced.

The tenants submitted photos which they claimed were dated prior to move-in which show the floor was damaged. The condition inspection on moving out does not refer to any claimed damages to the laminate flooring.

However, the tenants acknowledged damage the floor through water from the tenant CKK's refrigerator but claimed they were not responsible for all the damage. The landlord submitted a warning letter dated August 11, 2020 referencing the damage he discovered during an inspection. The One Month Notice refers to the damage as one of the reasons for eviction proceedings.

The parties agreed the landlord warned the tenants in writing about the damage to the flooring he discovered during an inspection.

Considering the evidence and the testimony, I find the landlord has met the burden of proof that the tenants damaged the flooring which I find was in good condition when the tenants moved in. Therefore, I find the landlord has established that the tenants breached the Act and he has met the first of the 4-part test under this heading.

#### 1.2. Painting – materials and labour \$669.92

As stated above, the Act requires a tenant to leave a rental unit undamaged except for reasonable wear and tear.

The landlord claimed the tenants left the unit, freshly painted in 2019, in such condition that walls required patching and repainting. The condition inspection report on moving out noted dirty walls and nail holes. The landlord submitted photographs showing the damage to the walls.

The tenants denied the landlord's claim and said they touched up any damage. However, they did not submit any supporting credible documentary evidence in support of their assertion.

I do not accept their testimony as credible that they were locked out of the unit and unable to finish repairs. This assertion, denied by the landlord, is not reliable and I find the tenants are attempting to evade responsibility by making up or exaggerating what happened.

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the tenants damaged the walls in such a manner as to violate a term of the Act and agreement thereby causing him to incur the expenses and labour as testified.

1.3. Cleaning – \$450.00

I find the landlord has met the burden of proof with respect to the first step of the 4-part test based on his testimony, the supporting photographs showing an unclean unit, and the observations in the condition inspection report that the unit and carpet needed cleaning. The pictures showed considerable grime and appliances that needed substantial cleaning.

1.4. Replacement blinds master bedroom \$300.00

I accept the landlord's testimony that the blinds were damaged by the tenants and were in substantially worse condition when they moved out than when they moved in.

I find the landlord has met the burden of proof with respect to the first step of the 4-part test based on his testimony, the letter of August 11, 2020, the supporting photographs and the observations in the condition inspection reports.

1.5. 1.5 Replacement mirror – bathroom \$200.00

I find the landlord has not met the burden of proof with respect to the first step of the 4-part test based on his testimony and the supporting photographs. This item is not mentioned in the condition inspection report on moving out as being broken. I therefore dismiss this aspect of the landlord's claim without leave to reapply.

1.6. Carpet cleaning \$165.00

I find the landlord has met the burden of proof with respect to the first step of the 4-part test based on his testimony, the receipt and the observations in the condition inspection report that the carpet needed cleaning. I find the tenants were responsible for the lack of cleanliness.

1.7. Tenants' belongings \$100.00

Tenants are required to remove their belongings at the end of a tenancy. The tenant BS acknowledged that items of furniture and personal belongings remained. The condition inspection report on moving out states, "garbage stuff disposed".

I agree with the landlord and find his testimony credible that the tenants' actions obstructed the landlord in his efforts to end the tenancy in a timely, sensible manner. I

find, as acknowledged by the tenants, that they left items including furniture, for the landlord to look after.

I therefore find the landlord has met the burden of proof with respect to the first step of the 4-part test based on his testimony and the acknowledgement of the tenants that they left unwanted items in the unit.

1.8. Repair damage to balcony flooring      \$80.00

The condition inspection report does not list this item as having been damaged by the tenants. However, this damage is referenced in the August 11, 2020 letter and the One Month Notice. The landlord relied upon these documents as well as photographic evidence.

I therefore find the landlord has established that the tenants have violated the Act or agreement.

I find the landlord has met the burden of proof under this section with respect to the first aspect of the 4-part test.

1.9. Replacement towel bar      - \$80.00

I find the landlord has not met the burden of proof under this section with respect to the first aspect of the 4-part test.

The condition inspection report does not list this item as having been damaged by the tenants. I therefore find the landlord has not established that the tenants have violated the Act or agreement.

*Summary of Findings – Part One of 4-Part Test*

I find the landlord has met the burden of proof with respect to the first of the 4-part test with respect to the following claims:

1. Replacement laminate flooring,
2. Painting – materials and labour,
3. Cleaning,
4. Replacement blinds master bedroom,
5. Carpet cleaning,
6. Repair balcony floor, and

7. Storage and disposal of tenants' belongings.

**2. Has the landlord shown that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.**

Having found that the tenants breached the Act, I must next determine whether the landlord's loss for cleaning and carpet cleaning resulted from that breach. This is known as *cause-in-fact*, and which focusses on the factual issue of the sufficiency of the connection between the respondent's wrongful act and the applicant's loss. It is this connection that justifies the imposition of responsibility on the negligent respondent.

The conventional test to determine cause-in-fact is the *but for* test: would the applicant's loss or damage have occurred *but for* the respondent's negligence or breach? If the answer is "no," the respondent's breach of the Act is a cause-in-fact of the loss or damage. If the answer is "yes," indicating that the loss or damage would have occurred whether the respondent was negligent, their negligence is not a cause-in-fact.

In this case, I find that but for the tenants' failure to comply with the Act and the tenancy agreement, the landlord would not have incurred the expenses claimed.

I find the landlord has met the burden of proof with respect to the second aspect of the 4-part test with respect to the claims relating to the following:

1. Replacement laminate flooring,
2. Painting – materials and labour,
3. Cleaning,
4. Replacement blinds master bedroom,
5. Carpet cleaning,
6. Repair balcony floor, and
7. Storage and disposal of tenants' belongings.

**3. Has landlord proven amount or value of damage or loss?**

*Guideline 1. Landlord & Tenant – Responsibility for Residential Premises* states in part as follows (emphasis added):

*Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.*

**An arbitrator may determine whether or not repairs or maintenance are required**



**due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.**

I considered *Policy Guideline 16: Compensation for Damage or Loss* which states: *An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:*

- *“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.*

Each claim is considered following the numbering above.

*1. replacement laminate flooring,*

I accept the landlord's testimony, as acknowledged by the tenants, that the tenants caused damage to the flooring and were warned to repair the flooring before they moved out.

I find the landlord has obtained a credible estimate in the amount of \$2,500.00 for which the landlord will incur expenses when he can afford to do so and when the current restriction on movement because of the pandemic is over.

I find the landlord has met the burden of proof on a balance of probabilities that the damage is estimated for the flooring at \$2,500.00. Based on the Guideline, the useful life of this type of flooring is ten years.

The Guideline states that “landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement item”. I accept the landlord's testimony that the flooring was new in 2019.

Applying the Guideline, I therefore find that the carpet had a remaining useful life of nine years. I award the landlord 9/10 of the claim, being \$2,250.00.

*2. Painting – materials and labour*

The tenants acknowledged damage to the walls and said they had carried out adequate repairs. They submitted no supporting documentary evidence. Considering the photographs and the condition inspection report, I find the landlord has met the burden of proof on a balance of probabilities that the tenants damaged the walls and did

not repair the damage. I find the landlord has proven amount or value of damage or loss as claimed.

### 3. Cleaning

Considering the landlord's evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities under this claim and had proven the amount or value of damage or loss.

### 4. *Replacement blinds master bedroom*

The landlord has not submitted an estimate of the replacement cost of the blinds or any supporting documentary evidence for the claim under this heading. However, I accept that the damage was caused by the tenants as evidenced by the landlord's testimony, the August 11, 2020 letter, the One Month Notice and the Condition Inspection Reports.

I find this is an appropriate situation for a nominal award which I set at \$100.00.

### 5. Carpet cleaning

In viewing the condition of the carpets indicated in the photographs, and hearing the landlord's credible testimony supported by a receipt, I find the landlord has met the burden of proof on a balance of probabilities that he has incurred damage or loss in the amount claimed.

### 6. *Repair balcony floor*

In viewing the damage indicated in the photographs, and hearing the landlord's credible testimony, I find the landlord has met the burden of proof on a balance of probabilities that he has incurred damage or loss in the amount claimed.

### 7. *Storage and disposal of tenants' belongings*

The tenants acknowledged they did not move everything and left items including furniture for the landlord to discard. I accept the landlord's evidence that he spent time dealing with the items the tenants left behind and he has proven the amount of his loss.

I find the landlord has met the burden of proof on a balance of probabilities under this section.

#### 4. Has the landlord done whatever is reasonable to minimize damage or loss?

I find that the landlord did what is reasonable to minimize the damage or loss with respect to all claims which met the first three parts of the test. He testified he did most of the cleaning and much of the painting himself; I accept the landlord's testimony in this regard. I find the landlord responded responsibly, efficiently and competently to all damage and loss. I accept that he disposed of the tenants' garbage and abandoned items.

#### *Summary of findings*

Section 72(1) of the Act provides that an arbitrator may order payment of a fee under section 59(2)(c) by one party to a dispute resolution proceeding to another party. A successful party is generally entitled to recovery of the filing fee. I award the landlord reimbursement of the filing fee.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving all four criteria in establishing that he is entitled to compensation in the amount of as follows:

ITEM	CLAIMED	AWARD
Replacements fobs, keys – agreed	\$100.00	\$100.00
Reimbursement strata fine – agreed	\$100.00	\$100.00
Replacement laminate flooring	\$2,500.00	\$2,250.00
Painting – materials and labour	\$669.92	\$669.92
Cleaning	\$450.00	\$450.00
Replacement blinds master bedroom	\$300.00	\$100.00
Replacement mirror – bathroom	\$200.00	0
Carpet cleaning	\$165.00	\$165.00
Storage and disposal of tenants' belongings	\$100.00	\$100.00
Repair damage to balcony flooring	\$80.00	\$80.00

Replacement towel bar	\$80.00	0
Filing fee		\$100.00
<b>TOTAL AWARD LANDLORD</b>		<b>\$4,114.92</b>

Pursuant to section 72(1) of the Act, I authorize the landlord to apply the security deposit to the award as follows:

ITEM		AMOUNT
Award (set out above)		<b>\$4,114.92</b>
(Less security deposit)		(\$817.00)
<b>MONETARY ORDER LANDLORD</b>		<b>\$3,297.92</b>

### Conclusion

The landlord is entitled to a monetary order in the amount of **\$3,297.92**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) to be 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 *Residential Tenancy Act*.

Dated: December 4, 2020

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Residential Tenancy Branch