



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, MNDCL, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on April 2, 2023 seeking compensation for damage to the rental unit, and reimbursement of the Application filing fee. The Landlord amended their Application on July 12, seeking compensation for monetary loss/other money owed.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 25, 2023.

The Landlord attended the conference call hearing; the Tenant did not attend. I explained the hearing process and the Landlord had the opportunity to ask questions and present oral testimony during the hearing.

Preliminary Matter – Landlord’s Notice of Dispute Resolution Proceeding and evidence

At the start of the hearing, I confirmed with the Landlord that they served the Notice of Dispute Resolution Proceeding to the Tenant as required. The Landlord advised they served this document by registered mail to the address the Tenant provided at the end of the tenancy. The Landlord had notified the Tenant of the mail on its way to them; however, the Tenant replied that they would be moving to a different province on April 22. On April 16, the Landlord sent mail to the secondary address told to them by the Tenant; however, that mail was unclaimed.

The Landlord provided secondary evidence to the same address provided by the Tenant in further communication of April 18, 2023. The Landlord amended the Application for this

hearing accordingly. As an added measure, the Landlord sent the original paperwork (*i.e.*, the Notice of Dispute Resolution Proceeding) to the hearing at this updated address.

The Landlord provided all records of tracking from the registered mail tracking numbers they used when sending information and evidence to the Tenant for this hearing.

I find the Landlord served the Tenant with the Notice of Dispute Resolution Proceeding, and their evidence, as required. The Landlord served the documents as per s. 89(1)(c) of the *Act*. Because the Landlord served the Tenant as required, I proceeded with the hearing in the Tenant's absence.

Issues to be Decided

Is the Landlord entitled to compensation for damages to the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to compensation for other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement in their evidence. The tenancy started on January 1, 2021 as stated in that document. The rent amount was \$1,595. The Tenant paid a security deposit of \$797.50. The copy of the tenancy agreement in the evidence bears the Tenant's signature of December 7, 2020.

The Landlord provided that the Tenant moved out from the rental unit on March 25, 2023. This followed from the Tenant's notice to move out, dated February 27, 2023. In that notice from the Tenant, they set the end-of-tenancy date on March 31, 2023. The Tenant provided a forwarding address to the Landlord at that time.

At the start of the tenancy, the Landlord completed a joint inspection of the rental unit with the Tenant on December 20, 2023. This is recorded, and the Tenant signed that record, in the Condition Inspection Report on that date.

The Landlord completed this document once again, with the Tenant present, at the end of the tenancy on March 25, 2023. The Landlord recorded their observations of the state of the rental unit on that date. The Tenant signed the document, indicating their agreement to a \$200 deduction from their security deposit. The Tenant indicated they “do not agree that this report fairly represents the condition of the rental unit”, noting they “disagree to clean and repair damages caused by Landlord’s contractors”.

In the Condition Inspection Report, the Landlord noted, specifically: cleaning of the bathroom & kitchen; replacing carpet, fixing/repainting ceilings, replacing damaged drywall – under dispute.”

After the tenancy ended and the Landlord conducted a condition inspection meeting, the Landlord completed their Application at the Residential Tenancy Branch for compensation. The Landlord provided a worksheet to total their monetary claim, dated April 2, 2023, totalling \$16,405.88. The Landlord amended this worksheet on June 16, 2023, based on the work that was completed and invoiced, instead of earlier estimates they used to prepare their claim:

Items	\$ claim
1. carpets water damage	301.88
2. fans, dehumidifiers	2,163.00
3. remove carpet, underlay	1,000.00
4. install carpet, underlay	3,975.00
5. painting, install flooring	4,100.00
6. flooring materials	1,520.29
7. cleaning	165.00
8. cleaning, keys	116.00
9. lost rent while fixing water damage – April 2023	1,626.00
10. BC Hydro, March 16 – May 3, 2023	281.25
Total	\$15,248.42

The Landlord provided a thorough written account of the need for their claimed amounts, dated April 4, 2023. This includes the following details:

- The Tenant installed a bidet in the bathroom, beside the toilet, using the input water pipe for the toilet. This was without the Landlord’s permission.

- This bidet broke on February 17, 2023, causing water damage. An agent for the Landlord visited at that time and took photos of the rental unit.
- On that date the Landlord received a voice message from the downstairs neighbour, informing the Landlord that water was leaking from the unit above, *i.e.*, from the broken bidet issue.
- The strata representative visited to the rental unit and requested entry to investigate the leak. The Tenant “refused to let G.S. into my townhouse, and instead went off to work.” The Landlord then contacted the Tenant to tell the Tenant that this was an emergency. The Tenant then returned and let the strata representative in.
- The strata representative vacuumed up 20.5 gallons of water from the carpets, and placed fans in the rental unit to try to dry out walls, ceilings, carpets, and underlay. These fans ran for approximately 3 days.
- A restoration company arrived on February 18 to vacuum up additional water from the carpets.
- The person restoring the rental unit for the Landlord rented two large fans and two dehumidifiers to continue the drying process. The Tenant would turn off the fans and dehumidifiers, and the Landlord requested via email that they stop. As shown in the Landlord’s evidence, this message to the Tenant was on March 14.

As shown in the Landlord’s email record, they continued to notify the Tenant of people attending to the rental unit for the purpose of repairs to the walls and flooring. A separate email to the person handling the majority of the work for the Landlord, dated February 28, shows that small holes had to be drilled into the ceilings to allow water to drain out. There was an excess of moisture all throughout the rental unit as a result of this leak and flood.

For each line item, the Landlord provided the following documents and/or testimony:

1. The Landlord provided a record of their bank transaction payment to the restoration company, dated February 19, 2023. This was payment for the invoice dated that same date, for 1 hour and 55 minutes of work, being “flood work”.
2. The Landlord provided a record of their two payments to the contractor who provided the fans and dehumidifiers for rental, at \$2,163, invoiced on March 15. The timeline of this rental was from March 3 to March 14.
3. The Landlord provided an invoice for the 100 sq. ft. of carpet removal and disposal, for \$1,000, dated March 6. The Landlord paid this person on March 7, as shown in the e-transfer records the Landlord provided.
4. The Landlord provided the invoice for the installation of carpet and underlay, dated March 29, for \$3,975. The Landlord paid this amount with two separate e-transfers on April 6 and April 9.

5. The Landlord made three separate payments (\$2,000, \$1,000, and \$1,100) to the person who handled the work that included repainting the ceiling, new flooring installed in the living room, kitchen and laundry room and downstairs entry. Also new baseboards.
6. The Landlord provided the record of their payment for flooring materials, sourced from the person who provided that material for the work completed. The notified the Landlord of this on April 13, noting “550 sqft of flooring with nosing and matching base show and with tax is \$1520.29.”
7. The Landlord provided a record of the communication from the person they hired for cleaning in the rental unit on April 25. They noted 6.5 hours of work for a total of \$165.
8. A separate invoice for cleaning is dated May 9, for \$116, including a key duplicate. The Landlord paid this amount to that person on May 23. The Landlord in the hearing provided that the first cleaning resource they used could not complete the work. The second cleaner had to reproduce the rental unit keys because the Tenant did not return them.
9. In the Landlord’s amendment to their Application, they described their monetary loss of \$1,626, “for loss of April 2023 rent.” The rental unit was not in “showable and rentable condition” during April because of the water damage, requiring painting, new flooring and underlay, baseboards, and cleaning that was still needing completion during the month of April.
10. The Tenant paid their utility bill (BC Hydro) until March 15. The Landlord had to pay for this utility during April 2023 when they could not rent out the rental unit to new tenants. The bill the Landlord provided in the evidence was for the period March 16 to May 3, for \$131.25.

The Landlord also included the extra amount of \$150, for the amount they had previously paid on April 18. This amounts stems from when the Tenant was living in the rental unit.

Analysis

The *Act*, which is also reflected in the tenancy agreement that was in place between the Landlord and Tenant here, contains the following applicable provisions:

- a tenant must repair damage to the rental unit that is caused by the actions/neglect of the tenant (s. 32(3))
- a tenant is not required to make repairs for reasonable wear and tear (s. 32(4))
- a landlord must provide the tenant an opportunity for a final inspection in the rental unit, and document that meeting in a condition inspection report (s. 35)

- a tenant that vacates a rental unit must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear (s. 37(2))

Regarding compensation, under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. Additionally, a party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party if I determine that the claim is valid.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

I find as fact that the Tenant caused an excessive amount of damage in the rental unit. This was through both their faulty installation of a plumbing fixture in the rental unit that caused flooding, and the inattentiveness to the flooding and leaking, as well as the repairs that the Landlord sought to complete quickly.

This was not reasonable wear and tear over the course of this tenancy. I find the Landlord has established the value for the expense to them of repairing the rental unit, including a higher-than-normal level of cleaning because of needed repairs, all brought on by the actions of the Tenant.

In total, I find the Landlord has established a claim of \$15,248.42. This was a clear case of the Tenant's actions causing an excessive amount of damage in the rental unit, and the repairs were justified. The Landlord presented that they undertook all repairs with consideration to the Tenant's rights regarding the Landlord's entry into the rental unit. The Landlord managed to complete the end-of-tenancy procedures with an inspection made available to the Tenant. As well, the Landlord disclosed all pieces of evidence to the Tenant as required, with no response from the Tenant who changed locations frequently.

I find the level of work involved, as well as its duration, interrupted the Landlord's efforts at retaining new tenants in the rental unit. I grant the full month of April rent as reimbursement to

the Landlord. I include the amount for utilities used by the Landlord during that month, due to the actions of the Tenant during this tenancy.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit and/or pet damage deposit held by a landlord. The Landlord here has established a claim of \$15,248.42. After setting off the security deposit of \$797.50, there is a balance of \$14,450.92. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$14,450.92

Because the Landlord was minimally successful in their claim, I grant \$100 reimbursement for the Application filing fee

Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$14,550.92, for compensation set out above and the recovery of the filing fee for this hearing application. I provide this Monetary Order in the above terms and the Landlord must serve the Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with the Monetary Order, the Landlord may file it in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I made this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: October 3, 2023

Residential Tenancy Branch