



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the rental unit. The landlord's agent and the tenant both appeared in the teleconference hearing.

The tenant submitted evidence comprised of a one-page typed letter from the tenant, a written statement from a witness and three pages of hand-written notes responding to the landlord's photographs. The tenant stated that her mother served the documents on the landlord at their home. The landlord denied having received the tenant's evidence. I find that the tenant did not provide adequate evidence of service of her evidence and the evidence is therefore inadmissible and I will not consider it in reaching my decision in this matter. However, I will consider the tenant's oral testimony, including her reading in of her witness's statement during the hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on or about May 16, 2008. The evidence of the landlord is that they did a walk-through of the rental unit with the tenant at the outset of the tenancy, and everything was in perfect order at that time. The landlord acknowledges that no written move-in inspection report was completed. The evidence of the landlord is that the tenant moved out on or about October 4, 2008 and returned the keys on October 6, 2008. After the tenant returned the keys the landlord entered the rental unit and

discovered extensive damage. The landlord did not carry out a move-out inspection with the tenant. The landlord has provided as evidence 16 photographs. The landlord claims as follows: \$1689.99 for replacement of carpets in three bedrooms and the living room; \$210.49 for broken door locks and damage to windows; \$299 for repair hundreds of holes in the interior walls; \$700 for new paint; \$189.99 for lights, light holders, cover damages and broken washroom taps; and \$200 for cleanup.

The response of the tenant is as follows. The tenant inspected the rental unit before moving in and noted that the carpets were “disgusting.” She asked the landlord about the carpets and the landlord said they would be cleaned before the tenant moved in. At move-in, the impression of the tenant was that the carpets had been vacuumed and some air freshener had been used but the carpets had not been cleaned. In regard to all of the other damages the landlord claims, the tenant’s response was that those damages were caused by the previous tenant, including wall anchors left in the walls. The tenant stated that she did several hours of cleaning before she moved out. The tenant’s response to the landlord’s photographs was that some of the photos were not even from the rental unit, specifically where the photos showed blue walls, as there were no blue walls in the rental unit.

Analysis

I find that the landlord has not provided sufficient evidence to support their monetary claim. The photographs that the landlord has provided are undated and inconclusive. The landlord ought to have at the very least completed a written move-in inspection report to provide clear evidence of the condition of the rental unit at the outset of the tenancy.

Conclusion

The application of the landlord is dismissed. The landlord is not entitled to recovery of the filing fee for the cost of their application.

Dated: December 9, 2008