



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$11,095.00. The applicant is also requesting that the respondent bear the \$100.00 cost of the filing fee paid for this hearing.

### Background and Evidence

The applicant testified that:

- The tenant broke two trusses in the carport of the rental unit and his estimated cost to repair is \$5,000.00. The actual written estimate he got turned out to be \$5,187.00.
- This was a furnished suite and the tenants cat destroyed a sofa-bed and his estimated cost to repair was \$750.00. The actual estimate he got turned out to be \$1668.00. This sofa-bed was at least 15 years old.

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- The tenant got red paint on the carpets in the rental unit and therefore carpets had to be replaced and he had estimated \$955.00 to replace the carpets. The actual cost to replace the carpets turned out to be \$1395.51. The carpets were at least 15 years old.
- The tenant also left the rental unit in a very dirty condition and he had estimated \$250.00 to clean the carpets however the actual cost turned out to be \$200.00.
- He also had to do extensive cleaning in the rental unit and therefore is asking for \$320.00 for cleaning.
- The tenant gave no notice to end the tenancy and he did not find out that the rental unit had been vacated until April 15, 2009. The tenant therefore owes \$2533.50 in outstanding rent for 2009 and has back rent of \$677.00 from August of 2008. He has however only claimed \$2490.00 for outstanding rent.
- This was a fully furnished unit and when the tenant vacated the majority of the dishes, utensils, towels, sheets, etc. were missing and the landlords estimate to replace those is \$400.00.
- The tenant damaged the front door and doorframe during the tenancy and as a result the door and the lock had to be repaired. The landlord had estimated \$450.00 for this repair. The actual cost for the repair was \$418.82 to repair the door and frame, and \$85.00 to replace the locks and this did not include labour.
- The tenant also damaged two Windows during the tenancy and he had estimated the cost to repair those windows to be \$480.00. The actual cost was \$896.76 and this did not include labour.

The applicant is therefore asking for the following:

carport repair	\$5,000.00
Carpet replacement	\$955.00
Carpet cleaning	\$250.00

Outstanding rent	\$2490.00
Missing dishes utensils towels sheets etc.	\$400.00
Front door damage	\$450.00
Window damage	\$480.00
House cleaning	\$320.00
Filing fee	\$100.00
Total	\$11,195.00

The respondent testified that:

- The landlord did not do a move-in inspection report when he moved into the rental unit, and the rental unit itself was in very poor condition when he moved in as were the contents.
- He did damage the landlord's carport when he drove into the carport with a ladder on his vehicle; however he believes the landlords estimate of \$5,000 is outrageous and believes that the repair could be done for far less than that.
- The sofa bed in the rental unit was a very old and in poor condition when he moved into the rental unit and in fact the landlord had given him permission to throw out anything that he thought was of no value and although he did not throw out the a sofa bed he does not believe he should have to pay anything as it was of no value.
- The carpets in the rental unit were also very old and in poor condition and therefore he does not believe he should have to pay for carpet replacement.
- He admits that he did not clean the unit and left it in need of cleaning however he claims that the landlord told him he was renovating the rental unit and therefore cleaning was not required.
- He phoned the landlord twice to inform him that he was vacating and therefore the landlord was aware that he was moving out of the rental unit, and therefore

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he should not have to pay any further rent. He did not however give any written notice to end the tenancy.

- As stated before the landlord had given him permission to throw away anything that was of no value and therefore he had done so, however anything of value, including dishes utensils etc. were left behind when the tenancy ended.
- The door to the rental unit was broken and damaged when he moved into the rental unit and in fact he had had to do a repair on the door himself to make it secure.
- He did not damage the windows in the rental unit and these were very old windows which were in very poor condition as well when he moved into the rental unit.

## Analysis

Unfortunately there was no move-in inspection report done for this rental unit and therefore it is basically the landlords word against that of the tenant as to the condition of the unit when the tenancy began. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. The landlord has not met the burden of proving the claims for missing items, front door damage, and window damage, and therefore those portions of the claim are dismissed.

I also dismissed the claims for the sofa bed replacement in the carpet replacement, as these items are both at least 15 years old and therefore are considered to be completely depreciated and of no value.

I allow the claims for carpet cleaning of \$200.00 and for general cleaning of \$320.00, as it is obvious from the evidence presented that the rental unit was left in need of



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substantial cleaning. The respondent/tenant has not met the burden of proving that the landlord told him that cleaning was not required.

I will allow the claim for outstanding rent of \$2490.00. The Residential Tenancy Act requires that the tenant give written notice to end the tenancy and in this case no such notice was given. The tenant claims to have given verbal notice, which the landlord denies ever receiving, however verbal notice is not valid notice under the Residential Tenancy Act.

I will also allow a portion of the claim for the carport damage, since the tenant admits to having caused the damage. I will not allow the full amount claimed because the landlord has only supplied one estimate of the cost of repairing this damage. The amount I will allow for carport damage is \$3000.00.

I will also allow the landlords claim for the \$100.00 paid for the filing fee for this hearing.

## Conclusion

I have issued an order for the respondent to pay \$6,110.00 to the applicant.

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: July 13, 2009.

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Dispute Resolution Officer

(Note: this decision was produced with the use of voice recognition software)