



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MND, MNDC, MNR, O

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 \$11,671.00

Background and Evidence

The applicant is stated that:

- During the term of the tenancy the landlord had to do \$1571.00 and repairs to the rental unit.
- At the end of the tenancy there was a further \$2540.00 in cleaning and damages.
- After the tenant moved out additional damages were discovered totalling \$5,697.00.
- The tenant also left unpaid utility charges of \$87.00
- She wants to be reimbursed the amount that she was ordered to pay to the tenant totalling \$1626.00.

- She wants to be reimbursed for 3 x \$50.00 filing fees for a total of \$150.00.

The tenant stated that:

- He left no damage to the rental unit beyond normal wear and tear.
- The majority of the items claimed by the landlord, our normal maintenance issues for landlords and were not the result of anything that he did.
- The landlord did not do a move in inspection at the beginning of a tenancy and did not list any of the items she is now claiming on the move-out inspection.
- He returned all the sets of keys that he had for all the doors, to the landlord, at the end of the tenancy.
- He may owe some utilities, but he thought they had all been paid to the end of the tenancy and if there are still some outstanding the landlord did not supply an invoice for those utilities until this application for dispute resolution.

Analysis

At the beginning and at the end of a tenancy the landlord is required to do a thorough, room to room, inspection of the property with the tenant to make a list of any deficiencies, however in this case the landlord failed to do any move in inspection, and on the move-out inspection did not list any deficiencies on the report. Having failed to list any deficiencies on the move-out report, the landlord cannot now come back and claim that there are numerous deficiencies.

It is also my finding that the landlord has failed to prove a large number of the items claimed were the result of any negligence or wilful actions on the part of the tenant.

The landlord is also failed to provide any independent estimates for the costs of the damages she claims were left by the tenant, and I have no idea how she arrived at the amounts that she is claiming.

I therefore deny the majority of the landlords claim.

I will allow the following as I find the charges to be reasonable, even though the landlord has not supplied invoices for all of the items:

- Unpaid utility charge of \$87.00.

The landlord has supplied utility bills.

- charges for rekeying the front door \$54.00
- back kitchen door lock replacement \$17.00

I have allowed the above charges because the tenant had numerous keys cut for the rental property and therefore it is possible not all were returned.

- cleaning and disposal costs \$294.00

I have allow the claim for cleaning and disposal costs because on the move out inspection report it was written that all items left on the premises may be disposed of by the landlord and was signed by the tenant. I find it reasonable that the tenant pay for cleaning and disposal costs.

I further order that the tenant bear \$50.00 of the \$100.00 filing fee that was paid for this application for dispute resolution.

I have no authority to issue an order for the filing fees from previous dispute resolutions, and I have no authority to overturn a previous award of a Dispute Resolution Officer.



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Conclusion

I have issued an order for the respondent to pay \$452.00 to the applicant. The remainder of this claim is dismissed without leave to reapply.

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 21, 2009.

Dispute Resolution Officer