



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR; MND, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid utilities and damages to the rental unit; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order pursuant to the provisions of Section 67 of the Act?

Background and Evidence

The rental unit is the upper floor of a house. During the tenancy, the Landlord lived in the lower suite of the house.

The Tenants moved out of the house at the end of February, 2010. Monthly rent was \$1,850.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$925.00.

The Tenants made an Application for Dispute Resolution seeking an Order for double the security deposit pursuant to the provisions of Section 38(6) of the Act. That Hearing was held on July 12, 2010 and the Tenant's application was granted.

The Landlord gave the following testimony and evidence:

The Landlord testified that the Tenants have not paid for their share of the utilities in the amount of \$97.51 for gas and \$139.20 for hydro. The Landlord seeks a monetary award for unpaid utilities.

The Landlord testified that the Tenants requested, and were given permission, to replace the washing machine and dryer with their own machines. The agreement was that the Landlord's machines would be reinstalled by the Tenants at the end of the tenancy. The Landlord testified that the parties met to perform a move-out inspection at the end of the tenancy and that he provided a copy of the Condition Inspection Report to the Tenant. The Landlord stated that the Tenants did not properly tighten the water lines to the washing machine and as a result the rental unit sustained water damage. The Landlord stated that he did not check the connections to the washing machine at the move out inspection and was unaware that water was slowly dripping from the connection until he observed water damage to his ceiling 10 days later. The Landlord had to pay the \$1,000.00 deductible to his insurance company and is seeking to recover that cost from the Tenants.

The Landlord testified that the Tenants also caused damage to a carpet, microwave and stair banister. The Landlord testified that he had to replace the carpet, and he seeks to recover the cost from the Tenant. The Landlord stated that the microwave was 4 years old. The Landlord seeks to recover the cost of a new microwave in the amount of \$400.00 from the Tenant.

The Tenant gave the following testimony:

The Tenant acknowledged that he owed money for unpaid utilities and was waiting for copies of the bills from the Landlord. During the Hearing, the Tenant agreed to pay the Landlord the amount he is seeking for unpaid utilities.

The Tenant stated that his children had dislodged the banister from the wall, but that it was not properly affixed. He agreed that his family was responsible for some gouges in the walls.

The Tenant stated that the microwave stopped working just before Christmas, 2009. He stated that the Landlord had it repaired but it only worked for about 6 hours after it was reinstalled.

The Tenant stated that there was a juice stain on a bedroom carpet, which had gone unnoticed until the Tenants moved out because of its location. He stated that the carpet could have been professionally cleaned or repaired rather than replaced.

The Tenant testified that the Landlord checked the water connection to the washing machine during the move-out inspection. The Tenant stated that the Landlord did not provide him with a copy of the move-in or the move-out inspection report.

Analysis

The Landlord seeks to apply the security deposit towards his monetary award, however disposition of the security deposit has already been decided in an earlier Hearing. Therefore this portion of his application is dismissed.

The Tenant did not dispute the Landlord's claim for unpaid utilities and I grant this portion of the Landlord's claim.

The Landlord provided a copy of an estimate for the cost of professionally cleaning the carpets in the rental unit, along with an invoice for replacing the carpets in two rooms and one closet, and upgrading to wood. The Landlord did not provide sufficient evidence to support his claim for the cost of replacing the carpets, and the bill provided is for more work than replacing the stained carpet. The Tenant acknowledged that

there was a stain on one of the bedroom carpets and I allow the Landlord the cost of professionally cleaning the carpets in the amount of \$367.50.

The Landlord did not provide documentary evidence of the cost to repair the banister and the walls. The Tenant did not dispute that there was some damage to the walls and the banister, and I allow the Landlord a nominal amount of \$50.00 for repairs to the walls and banister.

The parties met at the rental unit to perform a move out inspection. There was dispute over whether or not the Landlord provided a copy of the Condition Inspection Report to the Tenant. The Landlord did not provide a copy of the Condition Inspection Report in evidence, but both parties testified that they did not identify any issues with the washing machine connection at the time of the move out inspection. It was incumbent upon the Landlord at that time to satisfy himself that the connection was sound. Therefore, the Landlord's application to recover the cost of the deductible from the Tenant is dismissed.

The Tenant testified that the microwave failed to work, was repaired by the Landlord at the end of December, 2009, and failed again in January of 2010. The Landlord did not dispute this, and testified that the microwave was 4 years old. The Landlord did not provide sufficient evidence that the Tenant willfully damaged the microwave. This portion of the Landlord's claim is dismissed.

The Landlord has been partially successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Compensation for carpet stain	\$367.50
Unpaid utilities	\$236.71
Compensation for repairs to banister and walls	\$50.00
Recovery of the filing fee	\$50.00
TOTAL MONETARY AWARD FOR THE LANDLORD	\$704.21

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$704.21 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and 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: November 18, 2010.
