

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary compensation for damages and cleaning at the rental unit, to retain the security deposit and interest in partial satisfaction of the claim, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing, an Agent for the Landlord asked that the monetary request be amended to reflect a lower amount of compensation requested from the Tenants. I allowed the Landlord to amend the claim to a lesser amount.

Issue(s) to be Decided

Is the Landlord entitled to the monetary compensation requested?

Background and Evidence

This tenancy began on December 1, 2003. The tenancy agreement was amended by the parties on May 1, 2010, as a result of a change in Landlords. The Tenants paid a security deposit of \$250.00 on December 15, 2003.

According to the testimony of the Agent for the Landlord, the Tenants were "over housed" in this subsidized unit and were required to move to smaller accommodations. The Landlord offered two different units for the Tenants to move into, however, the Tenants moved to housing with a different owner. The Tenants gave the Landlord a Notice to End Tenancy on June 18, 2010, to be effective on July 31, 2010.

The Tenants vacated the property and an outgoing condition inspection report was completed on July 26, 2010. The Tenants did not agree to the charges the Landlord wanted them to pay on the outgoing report.

The Landlord claims that the Tenants failed to clean the walls in the rental unit, did not remove plastic shelf covering from the cabinets, damaged bi-fold doors, illegally wired a light in the hallway, illegally wired and plumbed a dishwasher, then removed the dishwasher and left live wiring in the walls, cut a hole in the exterior wall to run cable to a satellite dish, put a hole in an interior wall, melted the siding on the house with a barbeque, and failed to clean other portions of the rental unit.

The Landlord's Agent explained they were not charging the Tenants for many other items, such as a large burn mark in the carpet and the illegal installation of a sliding door lock. The Landlord is also not charging the Tenants with the delivery or installation of the bi-fold doors, or the complete repainting of the unit.

In support of the claims, the Landlord provided both the incoming and outgoing condition inspection reports, invoices and receipts, and photographs taken after the Tenants vacated the rental unit.

The Landlord claims as follows:

a.	Carpet cleaning	166.88
c.	Repair vinyl siding and exterior wall	237.44
d.	Repair kitchen cabinet where dishwasher was installed	420.00
e.	Repair holes in interior drywall	160.00
f.	Repair electrical wires in hallway and where dishwasher was	235.20
g.	Repair and replace bi-fold doors	800.00
h.	Repair plumbing in sink	316.96
i.	Filing fee	50.00
	Total claimed	2,506.48

The Tenants agreed they were responsible for paying the carpet cleaning (\$166.88), for repairing the hole in the exterior wall for the dish cable (\$237.44), for cleaning the suite (120.00), for repairing the hole in the drywall (\$160.00) and for one of the bi-fold doors. They did not agree with the other claims of the Landlord.

The Tenants testified that the cabinet in the kitchen had a dishwasher in it when they moved in, although it did not work. They testified that they went to the former manager

and asked if they could remove the dishwasher and this was approved. The Tenants claimed they were using the dishwasher space for extra storage. They agreed they put in a switch to the hallway light, as one of the Tenants could not reach it.

The Tenants testified that the former landlord of the building used to do regular repairs and yearly inspections.

An Agent for the Landlord for the Landlord testified that the incoming condition inspection report indicates there was no dishwasher in the suite when the Tenants moved in.

The Agent for the Landlord further testified no other units had a dishwasher in them, and that the Tenants had covered the dishwasher with a cupboard door.

The Tenants testified that they felt the Landlord was going “very tough on them”, and exaggerating the claims being made.

Analysis

Based on the above, the testimony, evidence and photographs, and on a balance of probabilities, I find the Tenants did not clean the unit or make necessary repairs to damages to the unit caused by them, and therefore, the Tenants have breached the Act and tenancy agreement.

As to the issue of the dishwasher, the Tenants claimed in the hearing that the former landlord made regular repairs to the rental unit when asked. If this is the case, I find it unlikely that the former landlord would not have repaired the dishwasher removal damages. Furthermore, if the Tenants did have permission from the prior owner to remove the dishwasher from the cabinets, they were responsible to make sure this removal was done in a reasonable manner, without live wires being left in the walls.

Therefore, I find that the Tenants did not make repairs to the cabinets, plumbing or electrical when they removed the dishwasher from the unit. They are responsible for these repairs.

As to the bi-fold doors, the Landlord acknowledges that in the incoming condition inspection report there were notes about two of the doors having damages. The Landlord is not claiming for these and has proven, based on the evidence of the differences in the incoming and outgoing reports, that the other doors were damaged

during the tenancy. Therefore, I find the Tenants are responsible to pay for these damages.

I find that the breaches of the Act and tenancy agreement by the Tenants have caused the Landlord to suffer losses. The Tenants have also agreed they are responsible for some of the claims made by the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore, I find that the Landlord have established a total monetary claim of **\$2,506.48** comprised of the above described amounts.

I order that the Landlord retain the deposit and interest of **\$258.85** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,247.63**.

This order may be filed in the Provincial Court (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: December 23, 2010.

Dispute Resolution Officer