



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / and recovery of the filing fee. Both parties participated and gave affirmed testimony.

### **Issues to be decided**

- Whether the landlord is entitled to the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Two previous hearings were convened in relation to this tenancy, both in response to applications by the tenants (files # i & ii). In summary, there is no written tenancy agreement in evidence for the month-to-month tenancy which began in July 2009 and ended on June 5, 2010. Monthly rent was \$800.00. A security deposit of \$400.00 was collected near the outset of tenancy, and its disposition was previously addressed in a decision dated November 5, 2010.

While the parties present varying perspectives on the nature of a walk-through of the unit at the beginning and end of tenancy, there is no dispute that neither a move-in nor move-out condition inspection report were completed. Despite the passage of nearly 10 months since the end of this tenancy, the parties remain actively argumentative, and the tenants dispute all aspects of the landlord's application for compensation.

Documentary evidence submitted by the landlord includes, but is not necessarily limited to, miscellaneous receipts, invoices and two statutory declarations, each of which is signed by a person who describes him/herself as a "friend" of the landlord.

Documentary evidence submitted by the tenants includes, but is not necessarily limited to, photographs taken of the interior of the unit, as well as of the outside yard area.

### **Analysis**

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 32: **Landlord and tenant obligations to repair and maintain**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Additionally, the parties are informed of Residential Tenancy Policy Guideline # 1 which speaks to “Landlord & Tenant – Responsibility for Residential Premises,” and Guideline # 37, which speaks to the “Useful Life of Work Done or Thing Purchased.”

Based on the documentary evidence and testimony of the parties, and in the absence of direct testimony by individuals who signed statutory declarations, the particular aspects of the landlord’s claim and my findings around each are set out below.

\$1,549.09: repairs, inspection, clean up, transfer of garbage and appliances.

There is no move-in or move-out condition inspection report which might provide a “before-and-after-tenancy” perspective on the condition of the unit and/or any of the furnishings included in the unit for the tenants’ use. Neither is there any information pertinent to the age of the appliances at the time when the tenancy began. In short, there is insufficient evidence to support this aspect of the landlord’s claim, and it is therefore hereby dismissed.

\$500.00: house cleaning (20 hrs. x \$25.00/hr.) Section 37 of the Act provides, in part, that at the end of tenancy, the tenant must “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.” In the absence of either move-in or move-out condition inspection reports, I find that the landlord has failed to meet the burden of proving entitlement to costs arising from “house cleaning.” This aspect of the application is therefore hereby dismissed.

\$100.00: back garden clean up. Guideline # 1 addresses “Property Maintenance” and provides in part as follows:

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the

flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

There is no conclusive evidence of any agreement between the parties which addresses yard maintenance, or speaks to expectations around what work might be undertaken by whom at the end of tenancy. Further, as there is no move-in or move-out condition inspection report which might provide a comparative reference to the state of the back garden at the beginning and end of tenancy, I find there is insufficient evidence to support this aspect of the landlord's claim, and it is therefore hereby dismissed.

\$874.00: *new blinds*. Further to the absence of the comparative results of a move-in and move-out condition inspection report, or any information about the age of the blinds, and in consideration of normal wear and tear, and the landlord's acknowledgement that no cost has presently been incurred to purchase or install new blinds, this aspect of the application is hereby dismissed.

\$100.00: *paint and brushes*. The application does not include receipts in support of this particular expense. Neither is there a move-in or move-out condition inspection report or any information related to the time when the unit had last been painted. For example, Guideline # 37 provides that the useful life of interior paint is 4 years. In short, as there is insufficient evidence to support this aspect of the application, it is hereby dismissed.

\$25.00: *light fixture – back door*. I find there is no documentary evidence of the landlord's having incurred this particular expense. Additionally, there is neither a move-in nor move-out condition inspection report which might address the condition of the light fixture. Accordingly, in the absence of sufficient evidence to support this aspect of the claim, it is hereby dismissed.

\$50.00: *filing fee*. As the landlord has not succeeded with this application, the application to recover the filing fee is hereby dismissed.

### **Conclusion**

Pursuant to all of the above, the landlord's application is hereby dismissed in its entirety.

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*.

DATE: April 6, 2011

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Residential Tenancy Branch