



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD

### 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.

### Issue(s) to be Decided

This is a request for a monetary order for \$11,827.42, a request for recovery of the \$100.00 filing fee, and a request to retain the full security deposit towards the claim.

### Background and Evidence

The applicants testified that:

- When the tenants moved into the rental unit the rental unit was in excellent condition as shown on the move in inspection report.
- When the tenants vacated, the rental unit was left in a very dirty and damaged condition and as a result they have significant cleaning and repair costs.

- They spent approximately 3 weeks doing cleaning and repairs to get the place ready for re-renting and we are only charging for our costs and have charged nothing for our extensive amount of labour.
- They have provided photos that show how dirty the rental unit was left, and what poor condition the yard was in.
- They had to take down the range hood to clean it and had to replace the filter as it could not be cleaned, it was so filthy.
- They only charged for 45 bags they purchased to remove yard waste however they actually removed 75 bags of yard waste from the yard as it was left in such poor condition and again they are not claiming anything for labour.
- The tenant had cable lines installed and the installer drilled through the house to install the line, and also installed approximately 50 drill holes to install screws to hold the unsightly cable that was stretched across the stucco. They have been informed that this is an extensive job to fill all the holes, match the stucco, and then repaint so the whole wall matches.
- The tenants also left holes in the walls on the inside of the house and cables hanging down the wall and those cables will have to be removed and damage repaired.
- There were pulls in the loop carpet and as a result a chunk of the carpet had to be repaired.
- The back door latch was damaged and broken and had to be replaced.
- There was a large tear in the new kitchen linoleum that had been installed in March of this year and that will have to be replaced.
- The carpets were so stained with urine and vomit that had gone right through to the underlay, that the underlay all has to be replaced.
- The tenants damaged the bedroom door and did a very poor job of attempting to repair it and as a result the door needs to be replaced.
- As a result of the time taken to clean the rental unit and do repairs they were also unable to re-rent it and lost the full rental income for the month of June 2011.
- They are therefore are requesting an order as follows:

Dry-cleaning four panels of drapes	\$75.04
Cost to have filthy blinds cleaned	\$273.00
Cleaning supplies (no charge for labour)	\$79.19
Replace bent bifold door track	\$6.71
Replace uncleanable range hood filter	\$16.00
45 yard waste bags (no charge for labour)	\$17.64
Replace damaged shower faucet knob	\$19.03
Replace damaged ensuite faucet knobs	\$33.58
Repair damage to stucco	\$5,691.84
Repair damage to ceiling	\$1390.20
Remove cable wires installed by tenants	\$642.00
Repair damaged carpet	\$162.40
Loss of rental income due to uninhabitable condition in which the unit was left.	\$1750.00
Replace damaged door latch	\$29.11
Repair damaged kitchen linoleum	\$895.51
Replace urine/vomit soaked underlay	\$645.43
Replace damaged door in master bedroom	\$100.74
Filing fee	\$100.00
Total	\$11,927.42

The respondent testified that:

- First of all he would like to state that the landlords did not comply with a residential tenancy act, as he was never given a copy of the move out inspection report even though he signed the report at the end of the inspection.
- He also believes that the landlords have altered the move-in/move-out inspection report, because he had put his initials beside every comment on the report, and

yet the copy provided for the hearing only has his initials beside the comments on page 2. He believes page 1 is not the original.

- The majority of the things the landlords are now claiming are not even mentioned on the move-out inspection report and therefore he does not believe that it's reasonable to claim things that were not pointed out at the time of the move-out inspection.
- They did not realize they were responsible to have the drapes dry cleaned after a two-year tenancy.
- They accept responsibility for the cleaning of the blinds.
- They do not believe they should have to pay for cleaning materials as they believe they left the rental unit in a reasonably clean condition and a provided photo evidence of their own to show the condition in which the unit was left, again the landlords made no mention of any need for further cleaning during the move-out inspection.
- They should not be responsible for placing the bent bifold part as it bent under normal use, and therefore this is normal wear and tear.
- I was not aware that the range hood fan filter needed to be replaced and again this was not mentioned during the move-out inspection.
- The holes through the stucco and the interior cable installation were done by Shaw cable when they installed the cable and he did not requested they put any holes through the stucco, so he feels the landlord should be approaching Shaw cable over this matter. Also again none of this was mentioned during the move-out inspection.
- He admits that they damaged the ceiling however he got a quote for only \$300.00, and therefore believes the landlords quote is excessive.
- The door latch broke under normal use and therefore he does not believe that it is their responsibility to pay for the repair of the door latch.
- They are not aware of any damage to the linoleum when they moved out, and there was nothing pointed out during the move-out inspection.

- As far as the carpet is concerned this was a two-year tenancy and therefore there is bound to be some wear and tear and again no mention was made of the problem during the move-out inspection.
- He admits that he damaged the door however he got a quote for replacing the door that is significantly less than the amount the landlord is claiming.
- He does not believe that the unit could not have been re-rented nor does he believe the landlords took any steps to attempt to re-rent the unit. The landlords have provided no evidence of any advertising.
- He believes that the landlords claim is grossly inflated, and since the landlords failed to comply with the requirements of the Residential Tenancy Act he is requesting that they be ordered to return double the security deposit and that the landlords claim be dismissed in full.

### Analysis

First of all is my finding that the landlords have failed to comply with the requirements of the Residential Tenancy Act with regards to the move in inspection report and the move-out inspection report.

The Residential Tenancy Act states that the landlord must complete a condition inspection report in accordance with the regulations, and those Residential Tenancy Regulations require certain information to be included in the move in inspection report and the move out inspection report, and the landlords report does not meet all the requirements.

Section 24(2) of the Residential Tenancy Act also states:

(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, **for damage to residential property** is extinguished if the landlord

(a) does not comply with section 23 (3) *[2 opportunities for inspection]*,

(b) having complied with section 23 (3), does not participate on either occasion, or

(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

The regulations state:

**Standard information that must be included in a condition inspection report**

**20** (1) A condition inspection report completed under section 23 or 35 of the Act must contain the following information:

(a) the correct legal names of the landlord, the tenant and, if applicable, the tenant's agent;

(b) the address of the rental unit being inspected;

(c) the date on which the tenant is entitled to possession of the rental unit;

(d) the address for service of the landlord;

(e) the date of the condition inspection;

(f) a statement of the state of repair and general condition of each room in the rental unit including, but not limited to, the following as applicable:

(i) entry;

(ii) living rooms;

(iii) kitchen;

(iv) dining room or eating area;

(v) stairs;

(vi) halls;

(vii) bathrooms;

- (viii) bedrooms;
- (ix) storage;
- (x) basement or crawl space;
- (xi) other rooms;
- (xii) exterior, including balcony, patio and yard;
- (xiii) garage or parking area;

(g) a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the tenancy agreement;

(h) any other items which the landlord and tenant agree should be included;

(i) a statement identifying any damage or items in need of maintenance or repair;

(j) appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and any additional comments;

(k) the following statement, to be completed by the tenant:

I, .....

Tenant's name

☐ agree that this report fairly represents the condition of the rental unit.

☐ do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

.....  
.....  
.....  
.....

(l) a space for the signature of both the landlord and tenant.

(2) In addition to the information referred to in subsection (1), a condition inspection report completed under section 35 of the Act [*condition inspection: end*

*of tenancy]* must contain the following items in a manner that makes them clearly distinguishable from other information in the report:

- (a) a statement itemizing any damage to the rental unit or residential property for which the tenant is responsible;
- (b) if agreed upon by the landlord and tenant,
  - (i) the amount to be deducted from the tenant's security deposit or pet damage deposit,
  - (ii) the tenant's signature indicating agreement with the deduction, and
  - (iii) the date on which the tenant signed.

-----  
The move-in/move-out report produced by the landlords does not have the following required information:

- The address of the rental unit being inspected.
- The address for service of the landlord.
- Or the following section required in the regulations:
  - (k) the following statement, to be completed by the tenant:
    - I, .....  
Tenant's name
  - [ ] agree that this report fairly represents the condition of the rental unit.
  - [ ] do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

.....  
.....  
.....  
.....

Therefore, as stated by the tenant, the landlords right to claim against the security deposit for **damages** has been extinguished, however the landlords right to claim



against the security deposit for rent has not been extinguished, and therefore the landlord did have the right to file a claim for lost rental revenue and I will not be ordering that the landlord returned double the security deposit to the tenant.

Further although the landlords have extinguished their right to claim against the **security deposit for** damages, they are still able to file a damage claim directly against the tenants, anytime within two years of the end of the tenancy.

-----

Secondly I deal with the claim itself and it is my decision that I will only allow a small portion of the landlords claim.

The reason for doing the move-in inspection report and the move-out inspection report is to establish the condition of the rental unit at the beginning of the tenancy and at the end of the tenancy, and therefore it's important that those reports be properly completed and if the landlord fails to do so it makes it very difficult to determine whether there are damages to the rental unit that did not exist at the beginning of the tenancy.

In this case the landlord did not fully complete the move-out inspection report and although landlords claim it was because of the threat of violence, I fail to see why a second opportunity to complete the move-out inspection could not been offered.

Therefore it is my decision that the move-out inspection is of little use to this hearing however the landlord has also provided some other evidence in support of their claim and all evidence provided has been considered.

I deal with each item of the claim below:

#1 dry-cleaning drapes

I allow the claim for dry-cleaning the drapes because this was a two year tenancy with pets in the rental unit and is my decision that is reasonable for the landlord to have the drapes cleaned.

#2 cleaning window blinds

I also allow the claim for cleaning the window blinds because the tenant stated in his written submission they accept responsibility for that.

#3 cleaning supplies

I also allow the claim for cleaning supplies as I am convinced by the photo evidence supplied by the landlords that this rental unit was left in need of significant cleaning.

#4 replace Bent bifold part

I deny the claim for the bent bifold part because the landlord have provided no evidence to show that this damage was the result of any negligence on the part of the tenants.

#5 replace range fan filter

I will allow the claim for the range fan filter as the photo evidence clearly shows that it was extremely dirty in need of replacement.

#6 -45 yard waste bags

I also allow the claim for the 45 yard waste bags, as I am convinced by the photo evidence that the yard was in need of significant clean up and since the landlords are not even charging for labour, the charge for the bags is extremely reasonable.

#7 & #8 replace faucet knobs

I deny the claim for replacing be faucet knobs as there has been no evidence provided to show the condition of the knobs at the beginning of the tenancy.

#9 repairs stucco

It is my decision that I will only allow a very small amount of the claim for repairing the stucco. The damage to the stucco consists of one hole drilled all the way through the wall for the Cablevision wire to go into and numerous small screw size holes to attach the cable to the outside of the wall.

I do not accept that it would cost \$5,691.84 to repair those holes and I believe that this claim is grossly inflated.

I will only allow \$100.00 of this claim as I feel that sufficient to be able to fill the holes and touch up the paint.

#10 scrape and re-texture ceiling

I will only allow one half of the claim to scrape and re-texture the ceiling, because the landlord has only provided at one estimate to have that work done. The tenant has provided an estimate that is much less than the landlord's, however it does not include redoing the whole ceiling which in my opinion is more reasonable than patching the ceiling.

#11 removing cable wires from bedroom

This is another portion of the claim that I find to be highly inflated, as I fail to see how it could possibly cost \$642.00 to remove some cable wires from a bedroom.

I am willing to allow \$50.00 for removal of the cable wires from the bedroom.

#12 repaired damaged carpet in basement

I deny the claim for repairing the damaged carpet in the basement because I am not convinced that this damage was caused by any negligence on the part of the tenants. The tenant testified that the damage was caused by the vacuum cleaner and although the landlord claims that this type of vacuum cleaner should not be used on this type of carpet there is no evidence to show that the landlord ever informed the tenants not to use the supplied vacuum cleaner on this type of carpet.

#13 loss of rental income

I will allow a one half the claim for loss of rental income. I am convinced by the evidence provided that a significant amount of cleaning was needed at the end of the tenancy and therefore I find it unlikely that it could have been re-rented prior to the

middle of the following month. I will not however allow for any lost rental revenue after the middle of the following month because the landlords have provided no evidence to show that they attempted to re-rent the unit.

#14 replace the door latch

I deny the claim for the door latch because although the landlord claims it must've been damaged by negligence they have supplied no evidence in support of that claim.

#15 repair kitchen linoleum

I deny the claim for repairing the kitchen linoleum because it is my finding that the landlords have not met the burden of proving that this damage was caused by the tenants. Nothing was said on the move-out inspection report about damage to the linoleum and therefore I have no way of knowing when the damage occurred.

#16 replace underlay

I deny the claim for replacing the underlay. Carpet and underlay generally have a useful life of approximately 10 years and after that it is considered completely depreciated and of no value. Therefore since this underlay was well over 10 years old, is my decision that it was fully depreciated and I will not allow any of the claim for replacing the underlay.

#17 replacing bedroom door

I will allow the landlords full claim for replacing the bedroom door as I find the amount to be reasonable. The tenant has supplied a lower estimate for similar door however that estimate does not include removing the original door installing the new door or painting the new door.

I also allow recovery of 50% of the landlords filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

Dry-cleaning 4 panels of drapes	\$75.04
Cost to have filthy blinds cleaned	\$273.00
Cleaning supplies (no charge for labour)	\$79.19
Replace bent bifold door track	Denied
Replace uncleanable range hood filter	\$16.00
45 yard waste bags (no charge for labour)	\$17.64
Replace damaged shower faucet knob	Denied
Replace damaged ensuite faucet knobs	Denied
Repair damage to stucco	\$100.00
Repair damage to ceiling	\$695.10
Remove cable wires installed by tenants	\$50.00
Repair damaged carpet	Denied
Loss of rental income due to uninhabitable condition in which the unit was left.	\$875.00
Replace damaged door latch	Denied
Repair damaged kitchen linoleum	Denied
Replace urine/vomit soaked underlay	Denied
Replace damaged door in master bedroom	\$100.74
Filing fee	\$50.00
Total	\$2331.71

### Conclusion

I have allowed \$2331.71 of the landlords claim and I therefore order that the landlords may retain the full security deposit of \$875.00, and have issued a monetary order in the amount of \$1456.71.

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: September 16, 2011.

---

Residential Tenancy Branch