



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for alleged damages, cleaning and unpaid rent, and for compensation under the Act and the tenancy agreement, and to retain the security deposit 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.

I note both parties submitted their evidence two days before the hearing. The information provided to the parties at the beginning of these proceedings, in June of 2011, explains the deadlines for providing evidence. Evidence must be provided five business days prior to the hearing. At the outset of the hearing, I found the documentary evidence submitted by both parties was inadmissible, and I proceeded to hear the affirmed testimony of the parties.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on February 1, 2011. The monthly rent was \$800.00, payable on the first day of the month, and the Tenant paid the Landlord a security deposit of \$400.00 on January 9, 2011. No condition inspection report was performed at the outset of the tenancy.

The Tenant vacated the property on June 1, 2011.

The Landlord claims the Tenant did not pay the hydro or phone bills at the end of the tenancy.

The Landlord allowed the Tenant to move in with two cats and two dogs, but did not collect a pet damage deposit. The Landlord claims the Tenant's pets damaged a carpet in the rental unit, with scratches and fraying. The Landlord alleges the carpets were stained and had a bad odour. The Landlord alleges the Tenant did not clean the carpets at the end of the tenancy.

The Landlord further claims for gouges in the drywall, missing moulding and a cabinet knob, and for painting and cleaning. The Landlord's claim amounts to approximately \$950.00.

In reply, the Tenant agreed she had not paid the hydro or phone bills and was responsible for these; however, she had not seen the phone bill until receiving the Landlord's evidence.

The Tenant testified she had not cleaned the carpets, and explained these were dirty and stained at the outset of her tenancy. She testified she looked at the rental unit with the Landlord the night before she moved in, however, she was unaware the Landlord was required to do an incoming condition inspection report. The Tenant denied the other claims of the Landlord.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

By failing to perform an incoming condition inspection report the Landlord is excluded from claiming against the security deposit for damages to the rental unit, pursuant to section 24 of the Act. Furthermore, the Landlord had no admissible documentary evidence to support her other claims. Therefore, I dismiss these portions of the Landlord's claims.

The Tenant agreed she was responsible for the hydro bill and phone bill. Therefore, I allow the Landlord **\$162.78** for these claims, comprised of \$141.60 for hydro and \$21.18 for phone. I do not award the filing fee for the Application.

I order that the Landlord retain \$162.78 from the deposit of **\$400.00** in full satisfaction of her claims. I order the Landlord to return the balance of **\$237.22** to the Tenant and I grant the Tenant a monetary order in those terms. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 14, 2011.

Residential Tenancy Branch