



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on November 1, 2007 and ended on July 29, 2010. A previous decision dealt with the return of the security deposit to the Tenants.

The Landlord states that the Tenant left the unit unclean and damaged as follows:

- Large nails left in several walls;
- Carpet stains: one stain in master bedroom, large stain in den;
- Unclean self-cleaning oven;
- Broken oven door; and
- Damage to enterphone during tenancy.

The Landlord provided photos and a monetary worksheet that sets out the monetary amounts claimed. Invoices were provided for:

- costs for the cleaning and repairs to unit in the amount of \$1,360.00; and
- costs to repair the enterphone in the amount of \$190.40.

The Landlord states that the unit was flooded at a prior time in the tenancy and that the carpets in the unit, with the exception of the bedroom carpet, were changed during the repairs. The Landlord supplied a copy of the work completed by the restoration company following the flood. The Landlord claims \$400.00 in compensation for the reduced value of the carpets in the bedroom and den.

The Tenant states that the carpets were cleaned for move-out and the Landlord agrees that on meeting the Tenant at the unit on July 28, 2011, the carpets were wet. The Tenant states that the large stain on the den carpet occurred during the tenancy when the unit was flooded and that this carpet was never replaced.

The Tenant states that the Landlord had informed the Tenant prior to their meeting on July 28, 2011 that the whole unit would be painted after their move-out and that the nails were left in the walls for the Landlords to either leave for the next tenancy or to remove. The Landlord did not dispute informing the Tenant of the plans to paint the unit.

The Tenant states that the invoice for the repairs and cleaning to the unit is not a receipt and that the Landlord has not shown payment on the invoice. Further, the Tenant notes that the invoice does not contain a phone contact number for the named company and the company is not listed in the phone book. It is also noted that no details are provided for the cleaning tasks carried out or the maintenance done to the oven door.

The Tenant states that the unit was cleaned at move-out but that the self-cleaning oven was not cleaned as the Tenant did not know how to do this. The Tenant states that the oven door was not broken but was just stuck. The Tenant states that the enterphone

did not work at move-in and that the Tenant contacted the property manager about this problem but was never informed that it was repaired or that anyone would be charged for the repairs. This invoice notes that a telecommunications company failed to connect the Tenant's phone line to the enterphone.

### Analysis

Section 37 of the Act provides that when a tenant vacates a unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established.

Given the invoice noting a telecommunications company to have caused the enterphone problem, I find that the Landlord has not established on a balance of probabilities that the Tenant caused this damage and I therefore dismiss this part of the Landlord's claim. Given the undisputed evidence that the carpets were wet on the day before the end of the tenancy, I accept the Tenant's evidence of such cleaning and I therefore dismiss the Landlord's claim in relation to cleaning of the carpets. Given the Landlord's evidence indicating that the den was previously damaged from water and that the den carpet was not replaced, I find that the Landlord has not substantiated on a balance of probabilities that the Tenant damaged the den carpet. Considering the size and appearance of the one stain in the bedroom carpet, I find that this is not evidence of damage but of reasonable wear and tear. I dismiss the Landlord's claim for a loss of value to the carpets.

Given the undisputed evidence that the Tenants left some walls with large nails and noting that the Landlord did not dispute informing the Tenant prior to move-out that the unit would be repainted for the next tenancy, I find that the Landlord has substantiated a

reasonable portion of the cost to paint and repair some of the walls in the amount of **\$200.00**.

Considering the photo evidence of the Landlord, I find that the unit was reasonably clean, with the exception of a few minor wipe down areas. Given the evidence of the Tenant that the oven was not cleaned and noting that a self cleaning oven takes little effort to clean, I find that the Landlord has substantiated minimal costs for cleaning in the amount of **\$50.00**. Given the lack of detail on what maintenance was done to the oven door, and considering the Tenant's evidence that the door was only stuck, I find that the Landlord has failed to substantiate on a balance of probabilities the extend of damages to the oven door and I dismiss this part of the Landlord's claim. As part of the Landlord's claim has been found to have merit, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$300.00**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for the amount of **\$300.00**. If necessary, this order may be filed in the Small Claims Court 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: March 9, 2012.

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Residential Tenancy Branch