



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary order for compensation for damage and/or loss, an order to be allowed to retain the security deposit and recovery of the filing fee paid for this application.

Both parties attended the hearing and gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the monetary orders claimed?

### Background and Evidence

This tenancy began in or about February 2009 at which time the tenants paid a security deposit of \$450.000. The tenancy ended on December 31, 2011. The landlord submitted a Condition Inspection Report prepared at move-in signed by the tenants indicating that the suite was in good condition. At move-out it is noted there were "lights out", there is a damaged light fixture and "damaged blinds. The landlord testified that the tenants were evicted for cause and when they vacated they left the keys and left. The landlord was unable to communicate with the tenants because they do not speak English and she does not speak their language.

The landlord submitted a move-in/love-out charge analysis sheet indicating that the landlord expended \$30.00 for 6 burnt out light bulbs, \$80.00 to replace broken blinds, \$15.00 to clean the bathroom sink and \$30.00 to clean the bathtub. The landlord noted that while it appeared the tenants did make an effort to clean they did not clean the bathroom sink, the bathtub had mould on it and the overall cleanliness of the unit could be evaluated by the fact that there were cockroaches in the rental unit.

The tenant does not agree with any of the charges. The tenant cannot say whether the blinds were damaged at move in or whether she replaced bulbs at move out but she submits that \$80.00 for a broken blind is too much, as is \$30.00 for burnt out light bulbs.

Further, that \$15.00 and \$30.00 for cleaning the sink and tub is too much. The tenant states that mould on the tub is normal wear and tear. The tenant questions why no invoices have been provided for these costs or to show mitigation.

The landlord says they use a service who supplies labour and materials. The landlord says she could not locate the actual purchase order for this unit.

### Analysis

Overall I prefer the evidence of the landlord. The tenant cannot recall whether the blinds were damaged at move in or whether she changed burnt out light bulbs at move-out. Based on a balance of probabilities I find that it is reasonable that if she cannot recall damage to the blinds at move in and the Condition Inspection Report indicates that there was no damage then it is more likely than not that the damage was caused during her tenancy. Further, if she cannot recall whether she replaced burnt out bulbs at move out then it is likely she did not. Based on her testimony that she believes mould around a tub is “normal wear and tear” I find it is probable that the mould existed as stated by the landlord. Mould around a tub is not normal wear and tear. Overall I find that the charges the landlord seeks to be more than reasonable in the circumstances. I will allow the landlord’s claim in the sum of \$155.00 plus \$50.00 to recover the filing fee paid for this application. I authorize the landlord to deduct \$205.00 from the \$450.00 security deposit and I direct the landlord to return \$245.00 to the tenants forthwith. The tenants are provided with a monetary award in this regard.

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: June 05, 2012.

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Residential Tenancy Branch