



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC, MND, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for damage to the unit, site or property / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from August 1, 2011 to July 31, 2012. Thereafter, the tenancy agreement provides that the tenancy may continue on a month-to-month basis. Monthly rent of \$750.00 is due and payable in advance on the first day of each month, and a security deposit of \$375.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

The landlord issued a 1 month notice to end tenancy for cause dated August 23, 2012. The date shown on the notice by when the tenant must vacate the unit is September 30, 2012. The tenant did vacate the unit on September 30, 2012 and a move-out condition inspection report was completed with the participation of both parties. The tenant provided her forwarding address on the move-out condition inspection report.

As the tenant has vacated the unit, I consider the landlord's application for an order of possession to be withdrawn.

## Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony, the various aspects of the landlord's claim and my findings around each are set out below.

\$67.20: fee assessed for move-in condition inspection. Section 23 of the Act addresses **Condition inspection: start of tenancy or new pet.** In part, this section of the Act provides that the "landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day." I find there is no basis for requiring the tenant to bear the landlord's costs for hiring an agent to represent the landlord in the completion of the move-in condition inspection. Rather, I find that this is properly regarded as the landlord's cost of doing business. This aspect of the application is therefore dismissed.

\$67.20: fee assessed for move-out condition inspection. Section 35 of the Act addresses **Condition inspection: end of tenancy.** For reasons identical to those set out immediately above, this aspect of the application is hereby dismissed.

\$7,025.20 (\$6,272.50 + \$752.70 tax): miscellaneous repairs, painting, carpet removal / replacement, certain supplies / hardware, rubbish removal. The tenant testified she agrees that only certain of the foregoing were required in the unit at the end of tenancy. However, there is no receipt in evidence, and while the landlord's agent testified that costs have been incurred, related documentary evidence is limited to the move-in / move-out condition inspection report(s) and a price quote given by e-mail on October 9, 2012, for a very broad range of work to be undertaken. I find that this aspect of the claim must therefore be dismissed with leave to reapply.

\$95.20 (\$85.00 + \$10.20 tax): re-key unit. There is conflicting testimony around how many keys were returned at the end of tenancy. Further, I find that documentary evidence submitted by the landlord does not include a receipt but, rather, is limited to an e-mail quote for "mobile lock recode" dated October 10, 2012. In the result, this aspect of the application is hereby dismissed.

\$70.00: replace FOB. There is conflicting testimony around whether or not the FOB was returned at the end of tenancy. Further, I find that documentary evidence submitted by the landlord does not include a receipt but, rather, is limited to an e-mail quote for FOB replacement cost dated October 10, 2012. In the result, this aspect of the application is hereby dismissed.

\$448.00 (\$400.00 + \$48.00 tax): clean unit. The tenant testified she agrees that certain cleaning was required in the unit at the end of tenancy. However, further to the move-in / move-out condition inspection report(s), related documentary evidence does not include a receipt but, rather, is limited to a written quote dated October 4, 2012. I find that this aspect of the claim must therefore be dismissed with leave to reapply.

\$100.00: filing fee. In the absence of any particular success with this application, the specific application for recovery of the filing fee is hereby dismissed.

### Conclusion

As set out above, certain aspects of the landlord's application are hereby dismissed, whereas certain other aspects are hereby dismissed with leave to reapply.

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: November 19, 2012.

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Residential Tenancy Branch