



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNDC, FF

Introduction

This was an application by the landlord for a monetary order for damage to the rental unit. The application was verbally amended by the landlord in the hearing to reduce a portion of their claim by *one third*, and by the amount of \$60.00 already recovered from the tenant. The application reflects a request to recover the filing fee.

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed relevant testimony in this matter is that the tenancy started June 01, 2006 and ended June 30, 2011. At the start of the tenancy the parties conducted a mutual move in inspection. At the end of the tenancy the landlord conducted an inspection without the tenant and provided into evidence. The landlord claims they provided the tenant with 2 opportunities as prescribed by the Act / Regulations, but the tenant did not attend the inspection. The tenant claims they were unable due to work commitments. None the less, the landlord is claiming that the tenant left the rental unit *unreasonably* clean and caused damage to the rental unit. The landlord provided photographs of the purported damage and condition of the rental unit at the end of the tenancy. They also provided all receipts expended on the unit for the claimed work to repair or remediate the purported damage. The landlord's amended claim is as follows:

| | |
|-----------|----------|
| Cleaning: | \$222.00 |
|-----------|----------|

| | |
|----------------------------|-----------------|
| Replacement of a towel bar | \$ 22.10 |
| Wall repair and painting | \$370.80 |
| Payment by tenant | -\$ 60.00 |
| <i>Claim</i> | \$554.90 |

The tenant testified that she disagreed with the landlord's assessment claiming that they cleaned the rental unit before vacating and left it reasonably clean. The tenant also disputes the landlord's claim for installment of a towel bar, as there was not towel bar when the tenant moved in. The landlord claims that the move in inspection did not reveal a missing towel bar. The tenant agreed that the wall repairs and repainting were likely justified given that they caused some damage to the walls as a result of an oversized bed. The landlord provided proof of the wall damage within their photographic evidence.

Analysis

When a claim is made by the landlord for damage to property, the normal measure of damage is the cost of the remedy, repairs or replacement. The onus is on the landlord to prove their claim. The onus is on the tenant to show that the claimed expenditures are unreasonable.

On the face of the evidence and testimony in this matter, I find the landlord has generally met their onus. I find the landlord has provided sufficient photographic and document evidence that the rental unit was left sufficiently unclean that it required further cleaning. I also find that the *move in* inspection was conducted by both parties and the requisite report does not include that a towel bar was missing. I find that it was available to the tenant to bring the matter of a missing towel bar to the landlord's attention during the tenancy. I find that as the move in report was completed in accordance with the Regulations respecting inspections, I prefer the landlord's evidence that it should hold sufficient evidentiary weight. I also find that the tenant and landlord are not in disagreement respecting the need for repairs and repainting to certain walls in the unit. As a result of all the above, I find the landlord is owed the amended claimed amount of **\$554.90**, without leave to reapply. As the landlord was successful in their application they are entitled to recover the filing fee of \$50.00, for a sum award to the landlord of **\$604.90**.

Conclusion

I grant the landlord an Order under Section 67 of the Act for the amount of **\$554.90**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: December 11, 2012

Residential Tenancy Branch