



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord, two witnesses for the landlord and both tenants participated in the conference call hearing.

At the outset of the hearing, the landlord confirmed that she received the tenants' evidence. The landlord did not serve her additional evidence on the tenants because she was not aware that it was her responsibility to serve her evidence on the tenants. The landlord requested an adjournment, but the tenants were opposed to adjourning, as they were prepared to proceed. I declined to grant an adjournment, and I did not admit the landlord's additional evidence. The landlord, her witnesses and the tenants were all given the opportunity to give testimony. I have reviewed all testimony and other admissible evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 1, 2012 as a six-month fixed-term tenancy. The parties agreed that the unit was furnished, but no detailed list of the furnishings was attached to the tenancy agreement. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$925 and a pet deposit of \$925. On September 8, 2012, the landlord and the tenants carried out a move-in inspection and signed the condition inspection report.

The tenancy ended on March 1, 2013. On March 3, 2013 the landlord and the tenants met at the rental unit to carry out a move-out inspection; however, the parties did not agree on the damage and did not complete a condition inspection report.

The tenants have acknowledged that the landlord is entitled to \$75 for steam cleaning and \$60 for paint repair. They disputed the remainder of the landlord's claim.

Landlord's Evidence

The landlord claimed the following:

- 1) \$277.18 for yard repair – the landlord stated that she was very clear with the tenants that they were not to let their dogs poo in the back yard. The landlord's gardener, who appeared as a witness in the hearing, stated that when she attended the rental unit in late September 2012, there was dog poo everywhere in the back yard, and "it was like a minefield." The gardener came back one month later and it was clear that no one had cleaned up after the two dogs. The gardener emailed the landlord to inform her of the condition of the back yard, and the landlord contacted the tenants. The landlord stated that at the end of the tenancy, the state of the ground and yard was "horrible." The gardener stated that because dog urine destroys lawn, she would have to replace the topsoil and re-seed. In support of this claim the landlord provided quote prepared by her gardener.
- 2) \$156.79 for rug replacement – the landlord stated that she had a valuable rug that was at least 18 years old, and the tenants destroyed it. The landlord stated that the tenant contacted the landlord and said that the rug had moths in it, so the landlord told the tenants to store the rug. At the end of the tenancy, the rug appeared to have been left outside and it was in ruins.
- 3) \$50 for cracked vase – the landlord stated that there was a vase in the rental unit that was not cracked before the tenancy began.
- 4) \$35.73 for printer cartridge – the landlord stated that she left a new cartridge in the printer at the beginning of the tenancy, but it did not work at the end of the tenancy.

Tenants' Response

The tenants' response to the landlord's claim was as follows:

- 1) Yard repair – the tenants stated that they would not have rented a home with a fenced back yard if they did not have use of the yard. They acknowledged that they did not always keep up with cleaning the dog excrement. They asked the

gardener to give the tenants advance notice before she came on the property so they could clean up before she came, but the gardener refused to do so.

- 2) Rug – the tenants stated that the rug was full of moth casings and was all eaten up. The tenants stored the rug in a covered area for the length of the tenancy.
- 3) Vase – the tenants stated that they did not remember using a vase during the tenancy, and they did not know what vase the landlord was referring to in her claim.
- 4) Printer cartridge – the tenants stated that they did not use the printer during their tenancy because it was not compatible with their laptop, and they had access to other printers.

Analysis

Upon consideration of the evidence, I find as follows.

The landlord is entitled to the amounts claimed for steam cleaning and paint repair, as the tenants acknowledged responsibility for those items.

I find that the landlord is also entitled to the amount claimed for yard repair. I accept the evidence of the landlord that the yard was damaged by the tenants' dogs. Further, the tenants themselves acknowledged that there was dog excrement from their dogs that they did not always clean up, throughout the tenancy.

I find that the landlord's claims for the rug replacement, cracked vase and printer cartridge cannot succeed. The landlord stated that the rug was at least 18 years old, and I accept the tenants' testimony that the rug had been destroyed by moths. The landlord did not create a detailed list of furnishings that noted the vase in question, and there is no evidence of the condition of the vase at the outset of the tenancy. I accept the testimony of the tenants that they did not use the printer cartridge, which may have simply dried up after a period of six months. I therefore dismiss these portions of the landlord's claim.

As the landlord's claim was only partially successful, I find she is entitled to partial recovery of her filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$437.18. The landlord may retain this amount from the security deposit in full compensation of her award. I grant the tenants an order under section 67 for the balance of the deposits, in the amount of \$1412.82. 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: July 22, 2013

Residential Tenancy Branch