



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND

Introduction

This was a hearing with respect to the landlords' application for a monetary order. The hearing was conducted by conference call. The landlords and the tenants called in and participated in the hearing.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a suite in North Vancouver. The tenancy began on September 1, 2012 and ended on January 31, 2013. The monthly rent was \$1,600.00. The tenants paid a security deposit of \$800.00 at the commencement of the tenancy.

The landlord applied for dispute resolution on June 18, 2013. They claimed a monetary order in the amount of \$1,915.42 for damages to the rental unit. The landlord claimed the following amounts:

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| • Carpets not professionally cleaned | \$250.00 |
| • Floors not washed or cleaned, other cleaning not done | \$200.00 |
| • Shower base cracked from jumping | \$200.00 |
| • Toilet replace because tenant overflowed it flooded ceiling | \$229.59 |
| • Ceiling in downstairs suite damaged by above | \$500.00 |
| • Master bedroom door split | \$50.00 |
| • Main bathroom door needed repair | \$50.00 |
| • Stove top damaged 2 elements | \$200.00 |
| • Manual missing for new stove | \$50.00 |

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| • Hooks glued to stove impossible to remove | \$50.00 |
| • Slider lock broken, replaced twice | \$35.83 |
| • Built in dishwasher removed & installed incorrectly
resulting in leaks, reinstallation | \$100.00 |

Balance owing to landlord	\$1,915.42
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The landlords' documentary evidence consisted of a photocopy of a receipt for carpet cleaning dated August 30, 2012 and a second dated 2 / 2 2013. A receipt for a toilet dated November 18, 2012, a photo of a cracked door, a photo of a stove top and a receipt for a stove purchase in March, 2011. The landlord also submitted a picture of two removable plastic hooks attached to a range hood and receipts for the purchase of two patio door handles. The landlord did not provide any other documents.

The tenant testified that after the tenancy ended in January he applied for dispute resolution because the landlord did not return the security deposit or make an application after the tenants provided their forwarding address to the landlord. By decision dated May 15, 2013 the tenants were awarded the sum of \$1,600.00, being double the amount of their security deposit. The landlords have not paid this award and the tenants have commenced Small Claims proceedings to enforce the judgment.

The tenants submitted a list of existing damages to the rental unit that were present when the tenancy began in September, 2012. The list was attached to the tenancy agreement as an addendum. The tenants testified that there was no condition inspection performed when the tenancy ended and they provided three different estimations of damage sent by the landlords since the tenancy ended, each of the estimates seeking increasing amounts from the tenants. The tenants submitted statements from two people who helped the tenants move out of the rental unit; they each stated that the house was properly cleaned and vacuumed and was neat and tidy. The tenants denied that they caused or were responsible for any of the damages claimed by the landlords.

Analysis

The landlords bear the onus of proving that the tenants caused damage to the rental unit that exceeds reasonable wear and tear. They are also responsible for proving entitlement to the amounts claimed for cleaning and repairs; this generally takes the form of invoices or receipts for the work performed or payments made. The landlord have provided scant evidence to support the amounts claimed and their claim was only

made in June, apparently in retaliation to the tenants' successful application for the return of their security deposit, including double the amount of the deposit.

The evidence shows that there was an extensive list of pre-existing damages at the start of the tenancy. There is no condition inspection to establish the condition at the end of the tenancy. The photographs submitted by the landlord do not provide convincing evidence of damage to the rental unit caused by the tenants. In the absence of a condition inspection report and given the evidence of the tenants directly contradicting the landlord's evidence as to damage, I find that the landlords have not proved, on a balance of probabilities that they are entitled to a monetary award in any amount for the cost of cleaning or repairs.

Analysis and Conclusion

I find that the landlords have not established that they are entitled to a monetary award in any amount. The landlords' application is dismissed without 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: September 13, 2013

Residential Tenancy Branch

