



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD

### Introduction

This hearing was scheduled to deal with two applications, one brought by the landlord and one brought by the tenant however at the beginning of the conference call the tenant testified that he had never received or served a copy of his notice of hearing and hearing package on the landlord. Therefore this hearing dealt strictly with the landlord's application.

The landlord's application is a request for a monetary order for \$4615.00 and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for \$4615.00?

### Background and Evidence

The landlord testified that:

- This tenancy began on May 15, 2012 and the tenants vacated by May 15, 2013.
- No move in inspection report was produced at the beginning of the tenancy; however the rental unit was in very good condition.
- When he entered the rental unit at the end of the tenancy he found that the tenants had left the rental unit in need of significant cleaning and repairs.
- As a result of the time needed to clean and repair the unit he was unable to re-rent the unit, and therefore lost rental revenue for the following month.
- He is therefore requesting a monetary order as follows:

Lost rental revenue	\$2000.00
Cleaning costs	\$850.00
Carpet cleaning	\$120.00
Repair closet molding	\$50.00
Repaired laminate flooring	\$300.00
Ceramic stove top damage	\$500.00
Replace missing shelves in fridge	\$75.00
Repair scratches in kitchen cabinets	\$80.00
Reinstall dining room light	\$100.00
Repair scratches fireplace	\$50.00
Replace ripped Queen mattress	\$300.00
Assemble queen bed structure	\$60.00
Repair bathroom cabinet	\$50.00
Damaged barstools	\$80.00
Filing fee	\$50.00
Total	\$4665.00

- He has provided an invoice for the cleaning that was done however the remainder of the claims are just his own estimates of the costs required.
- He has also provided photo evidence to show the need for cleaning and repairs.

The tenant testified that:

- He disputes the landlord's full claim, as they left the rental unit completely cleaned, and with no damage whatsoever, beyond normal wear and tear.
- The landlord did not do a move in inspection report at the beginning of the tenancy, and therefore it's just the landlord's word against his as to the condition of the rental unit at that time.
- Further the landlord did not do a move out of inspection, or even offer to do a move out of inspection with them at the end of the tenancy and therefore they had no chance to go through the unit with the landlord until after he'd been in the unit for quite some time.
- There was absolutely no reason why the landlord could not have re-rented the unit, and if it didn't rent, that had nothing to do with the condition in which they left it as they left it in good condition.
- The unit was not left dirty as claim by the landlord and in fact they had done significant cleaning in the rental unit and do not believe they should be paying for any further cleaning, or carpet cleaning.
- They believe the landlord's full claim has been fabricated because they refused to allow the landlord to keep the security deposit.

### Analysis

The Residential Tenancy Act requires little landlord do a move in and move out inspection report with the tenants, and the landlord must offer the tenants at the least two opportunities to do those inspections. The purpose of these reports is to ensure that there is a record of the condition of the rental unit at the beginning of the tenancy, and at the end of the tenancy so that they can be compared to see if there are any significant differences.

In this case the landlord failed to do either of the move in inspection report, or the move out inspection report required.

It's my finding that the landlord has not met the burden of proving any of the claims against the tenants, because since there was no move in inspection report, or move out of inspection report, it is basically just the landlord's word against that of the tenant, and the tenant claims that the rental unit was left in the same condition in which they received it.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

Further having viewed the photo evidence of both parties it is my finding that this rental unit was left reasonably clean. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlord has not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

The landlord has alleged a significant amount of damages were caused by the tenants, however as stated above it is just his word against that of the tenant and the tenants claim that they caused no damage and that the rental unit was left in the same condition as it was received.

Further although the landlord has claimed significant expenses for repairs and cleaning, the landlord has supplied no evidence or independent estimates, other than the cleaning invoice, and as I stated above its my decision that I will not allow any further cleaning costs.

### Conclusion

The landlord's application is dismissed in full without leave to reapply.

Further since the landlord failed to do the required to move in and move out inspection reports, the landlords right to claim against the security deposit for damages had been extinguished and therefore the deposit should have been returned within 15 days of receiving a forwarding address in writing. Therefore since the deposit was not returned within the required time limit, the landlord is required to pay double and I have issued an order for the landlord to pay \$2000.00 to the tenant's.

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 17, 2013

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Residential Tenancy Branch

