



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF O

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant applied for recovery of \$300 of the security deposit. The landlord, the tenant and an advocate for the tenant participated in the conference call hearing.

The hearing first convened on August 19, 2013, and was adjourned to resolve issues regarding service of documents. The hearing reconvened on October 7, 2013. At the outset of the reconvened hearing, each party confirmed that they had received the other party's application and evidence. I have reviewed all testimony and other 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?

Is the tenant entitled to recovery of the security deposit?

Background and Evidence

The tenancy began on November 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$400. On November 1, 2013, the landlord and the tenant conducted a move-in inspection and completed a condition inspection report. The tenancy ended on March 31, 2013. On April 1, 2013 the landlord and the tenant attended the rental unit to carry out the move-out inspection. The tenant did not sign the condition inspection report. The landlord did not give the tenant a copy of the inspection report. The tenant agreed in writing that the landlord could retain \$100 of the security deposit for the cost of repairing the laminate floor.

Landlord's Evidence

The landlord stated that the tenant did not vacate the rental unit until 6:00 p.m. on March 31, 2013, and she did not remove all of her possessions or clean the unit, and there were damages. The landlord stated that on April 1, 2013, the tenant did not agree with the landlord about the condition of the unit. The tenant became quite upset and angry, and refused to sign the inspection report. The landlord believed that because the tenant had not signed the report, the landlord had no obligation to give the tenant a copy of the report.

The landlord has claimed monetary compensation as follows:

- 1) \$300 for cleaning;
- 2) \$368 to repair holes in walls and for paint – the landlord stated that there were excessive holes in the walls;
- 3) \$180 to replace broken kitchen valance and string on bedroom blind – the landlord stated that the blinds were newly purchased and professionally installed;
- 4) \$555 for damage to living room laminate – the landlord stated that the flooring was brand new, and the tenant damaged it;
- 5) \$140 for mail, office supplies, mailing, gas and landlord's time preparing for the dispute resolution hearing.

The landlord submitted photographs, quotes, invoices and a copy of the move-in inspection report to support her claim.

Tenant's Evidence

The tenant stated that she had called the landlord on March 31, 2013 to arrange a move-out inspection, but the landlord was not available at that time. The tenant submitted that as the landlord did not give the tenant two opportunities to schedule a move-out inspection, and the landlord did not give the tenant a copy of the move-out condition inspection report, the landlord had extinguished her right to claim the security deposit. The tenant also stated that new tenants were already moving into the rental unit at the time of the move-out inspection.

The tenant acknowledged that she did not do all of the cleaning or remove all of her possessions before vacating. She also acknowledged that she had scratched the floor, but she felt that the landlord's kit to repair the scratch was inferior, and the landlord should only be entitled to \$100 for repairing the scratched floor. The tenant stated that the valance fell off on the second day of the tenancy, and the blind in the living room fell down, so the landlord should not be entitled to the amounts claimed for these items.

Analysis

Upon consideration of the evidence, I find as follows.

The tenant acknowledged that she did not do thorough cleaning and did not remove all of her personal items, and based on the landlord's photographs I find that the landlord is entitled to compensation for cleaning. However, as the photographs showed only small areas requiring minimal cleaning, I do not find the landlord's claim of \$300 for cleaning to be reasonable in the circumstances. I therefore grant the landlord \$150 for cleaning.

The tenant also acknowledged that she scratched the laminate floor, but she felt that the landlord should only be compensated \$100 for a repair kit to repair this damage. I find that the landlord did not provide sufficient evidence to establish that the tenant was instructed to take extra caution dealing with the laminate floor to prevent scratches; nor did the landlord's evidence sufficiently establish that a better quality of repair kit could have reduced the scratches. Nor did the landlord incur any actual loss for the repairs. I therefore find that the landlord is not entitled compensation above the \$100 amount that the tenant authorized the landlord to retain for this damage.

I accept the landlord's evidence that there were excessive holes in the walls, and that the amount claimed for repairing and painting is reasonable. I therefore grant the landlord \$368 as claimed for this portion of her claim.

I accept the tenant's evidence as credible that the broken kitchen valance and string on the bedroom blind occurred through no fault of the tenant, and I therefore dismiss this portion of the landlord's claim.

The only potentially recoverable cost related to the dispute resolution process is the filing fee for the cost of the application. I therefore dismiss the portion of the landlord's claim regarding other costs regarding preparation for the dispute resolution hearing. As the landlord's claim was only partially successful, I find that she is not entitled to recovery of the filing fee for the cost of her application.

In regard to the security deposit, the tenant gave the landlord written permission to retain \$100 of the security deposit, and I have indicated, above, that amount is the full compensation to which the landlord is entitled for repair to the linoleum.

I find that the landlord extinguished her right to claim against the balance of the security deposit of \$300 for damage to the unit. The landlord was required to provide the tenant with two opportunities to carry out the move-out inspection, and the inspection must be completed before the new tenants begin moving in. The landlord did not provide

sufficient evidence to establish that she complied with these requirements. The tenant is therefore entitled to double recovery of the balance of the security deposit, for a total of \$600.

Conclusion

The landlord is entitled to \$518; additionally, she may retain \$100 of the security deposit as authorized by the tenant. The tenant is entitled to \$600. I grant the tenant an order under section 67 for the balance due of \$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: October 18, 2013

Residential Tenancy Branch

