



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF, SS

Introduction

This matter dealt with an application by the Landlords for compensation for unpaid utilities, for damage to the unit, site or property, to recover the filing fee for this proceeding and to serve the respondent in a different way than in the Act.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal deliver at the Tenant's place of work on August 20, 2013. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package and I accept the Landlord's method of service. The hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation for damage and if so how much?
3. Is the Landlord entitled to unpaid utilities and if so how much?

Background and Evidence

This tenancy started on February 1, 2011 as a 1 year fixed term tenancy and then the tenancy renewed on a month to month basis. Rent was \$1,550.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit. This tenancy ended on February 28, 2013.

The Landlord said he did not complete a move in or move out condition inspection report, but there was damage to the unit which he incurred expenses to correct. The Landlord said that some of the paid receipts are in American dollars and his claim is in Canadian dollars so there is a difference in the numbers on the receipt and his application.

The Landlord said his damage claim is for \$548.82 and he is claiming for unpaid utilities in the amount of \$282.26. His claim includes \$26.00 for window cleaning, \$147.00 for carpet cleaning (billed on April 17, 2013), \$68.22 for the repair and replacement of a

microwave vent, \$139.60 for a new washer seal, \$112.00 for the Strata elevator booking charge for the move in and move out and \$56.00 to replace a broken garage key fob. The Landlord said he did not send a copy of the Strata rules which state a charge of \$50.00 plus tax is levied to tenants on move in and move out for the use of the elevator.

The Landlord said when they did the move out walk through the power was off so it was difficult to access the condition of the unit. The Landlord continued to say he tried to contact the Tenant many times but was unable to as the Tenant did not give him her forwarding address and the Tenant did not return the Landlord's phone calls.

The Landlord also requested to recover the filing fee for this proceeding of \$50.00.

The Tenant said she agrees with the Landlord that she is responsible for the utility charges of \$282.26 and the Tenant agreed to pay the utilities claim.

The Tenant continued to say that she did a thorough cleaning of the rental unit before moving out and the carpets were professionally cleaned on February 5, 2013. The Tenant provided a receipt for the carpet cleaning in her evidence package. As well the Tenant said she cleaned the windows.

With respect to the repairs of the microwave vent and washer seal the Tenant said these items were both normal wear and tear as the Landlord had to fix the microwave vent during the tenancy and there was no move in condition inspection report to show the condition of these items at the start of the tenancy. The Tenant said she is not responsible for these items.

The Tenant continued to say that they did not book the elevator for the move out and she was not aware of the Strata charges for booking the elevator for moving in and out. In addition the Tenant said she returned both garage fobs and one was not working because she thought the battery was finished in it. Again the Tenant said she is not responsible for the fob as it is normal wear and tear.

Analysis

As both parties agree the Tenant is responsible for the utility charges in the amount of \$282.26 I award this amount to the Landlord.

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord did not do move in or move out condition inspection reports the Landlord cannot establish the condition of the rental unit at the start of the tenancy. The damage to the items claimed may have been from this tenancy or previous tenancies it is not clear. As well Section 32 of the Act says a tenant is not responsible for normal wear and tear to items in a tenancy. The Landlord said the garage fob was broken, the microwave vent was broke and the washer seal needed to be replaced. The Tenant said she thought the battery was finished in the garage fob, the Landlord had to fix the microwave vent during the tenancy and the washer issue was normal wear and tear of a family washing clothing. I find that key fobs and washing machine are used daily and as such are subjected to a high degree of wear and tear therefore; I accept the Tenant's testimony and evidence that these items required repairs because of normal wear and tear. I dismiss the Landlord's claims for the key fob of \$56.00 and the washing machine seal of \$139.60. With respect to the micro wave vent it is unclear of its condition at the start of the tenancy as both parties said it was repaired once during the tenancy therefore dismiss the Landlord's claim for the replacement of the microwave vent as the Landlord has not established grounds to prove the Tenant damaged the microwave vent during the tenancy.

Further I accept the Tenant's testimony and evidence that she cleaned the rental unit and had the carpets professionally cleaned (February 5, 2013) before vacating the rental unit. Consequently I find the Landlord has not established grounds to be awarded cleaning costs of \$26.00 for the window cleaning and \$147.00 for carpet cleaning which was done on April 17, 2013 approximately 1.5 months after the tenancy ended. I dismiss without leave to reapply the Landlord's claims for window cleaning and carpet cleaning.

With regard to the Landlord's claim for elevator booking costs of \$112.00 I find the Landlord has not provided any evidence to support this claim therefore; I dismiss the claim without leave to reapply.

As well, as the Landlord was only partially successful in this matter I dismiss his application to recover the filing fee of \$50.00 from the Tenant.

Conclusion

A Monetary Order in the amount of \$282.26 has been issued to the Landlords. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 23, 2013

Residential Tenancy Branch