



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is upper portion of a manufactured home in Mission. The tenancy began on March 30, 2012 on a month to month basis with rent in the amount of \$1,150.00 payable on the first of each month. The tenant paid a security deposit of \$575.00 and a pet deposit of \$150.00 at the start of the tenancy. The tenant ended the tenancy and moved out of the rental unit on July 1, 2013. She said that she moved because of what she felt were unjust accusations and complaints by the landlord.

The landlord has claimed that tenant did not leave the rental unit in a reasonable state of cleanliness and repair at the end of the tenancy. The landlord also claimed that the tenant left the furnace oil tank empty at the end of the tenancy. The landlord claimed payment of the following amounts:

- Replacement screens: \$112.00
- Carpet cleaning: \$450.00
- Replacement bathroom parts, blinds: \$156.00
- Fuel oil: \$399.64

Total: \$1,117.64

The landlord returned the tenant's security and pet deposits, but then claimed payment of the above-noted amounts. Although the landlord claimed the rental unit was not properly cleaned, she did not include a claim for cleaning, apart from carpet cleaning in her application for dispute resolution. There was no condition inspection report completed when the tenant moved into the rental unit and I was not provided with a move out inspection report, however the landlord did submit photographs of the rental unit that she testified showed that the rental unit was not properly cleaned and was damaged at the end of the tenancy. She submitted photographs that she testified showed carpet damage caused by the tenant, including pulls, burn marks and stains. She submitted pictures of debris and cast off items she said had been left by the tenant.

The tenant submitted pictures that she said supported her testimony that the rental unit was left more clean at the end of the tenancy than it was at the start of the tenancy. The tenant said that there was no damage to the rental unit, apart from normal wear and tear, but in the tenant's written submission she acknowledged responsibility for some damage shown in the photographs; she said that there were burns in the carpet that were caused by Christmas lights that had been left on the floor by her son and there were ink stains on the dryer caused when a pen exploded.

The tenant referred to the landlord's claim for furnace oil and the invoice submitted by the landlord. The tenant said that when she moved into the rental unit there was no oil in the tank. She decided the cost to fill the tank with oil was too great. She also said the tank looked old and unmaintained and she therefore decided to use electric heat. The tenant noted that the bill submitted by the landlord to fill the oil tank was dated March 12, 2010, two years before the tenancy began.

Analysis

In the absence of a condition inspection at move-in it is difficult for the landlord to establish that the tenant left the rental unit in a state that was markedly different than the condition it was in at the start of the tenancy. Although the landlord testified that there was oil in the tank at the start of the tenancy and it was used by the tenant, the proper step to establish this fact would have been to measure the oil in the tank when the tenant moved in or to have the tank filled at the start of the tenancy. I find that the landlord has not proved, on a balance of probabilities, that the tenant consumed furnace oil, or that she damaged the rental unit or left it in a poorer state than she found it. The exceptions relate to the admissions by the tenant that she is responsible for damage to the carpet and to the dryer. The tenant said the carpet was old and dirty when she moved into the rental unit and she said she cleaned it with a borrowed carpet cleaner when she moved out, but based on the photographs submitted I find that the tenant did

damage the carpet and the dryer and I find that the landlord is entitled to a modest award for diminution of value for that damage. I award the landlord the sum of \$150.00 as a global award for damage to the rental unit caused by the tenant. The remainder of the landlords' claims I find to be unproved and they are dismissed without leave to reapply.

Conclusion

I have awarded the landlords the sum of \$150.00. They are entitled to recover the \$50.00 filing fee for this application, for a total award of \$200.00 and I grant the landlords an order under section 67 in the said amount. This order may be registered 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: November 06, 2013

Residential Tenancy Branch

