



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord; her agent; and the male tenant.

At the outset of the hearing the tenant testified that he had not received any evidence from the landlord and that he had only received photographs and the landlord's Application. Upon discussion the tenant identified that the landlord had provided several unrelated miscellaneous papers and that these were invoices for the costs the landlord was claiming for in her Application.

While both parties had the landlord's evidence and the tenants had not submitted evidence there was no evidence found in the hearing file. As such, the hearing proceeded and I allowed the landlord to provide her evidence to me after the hearing. The landlord's evidence was received on November 6, 2013.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damages and cleaning and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began on August 1, 2012 as a 1 year fixed term tenancy for a monthly rent of \$2,000.00 per month due on the 1st of each month with a security deposit of \$1,000.00 paid. The parties agree the landlord has returned \$578.84 of the security deposit to the tenants.

The parties agree that on July 30, 2013 the parties attended the rental property and conducted an inspection of the rental unit but that when they began discussing the need

for carpet cleaning the tenants refused to sign the condition inspection report and that they decided they would meet the next day.

The landlord's agent even attempted to have the tenants sign off on all the other condition issues and that they could leave the issue of the carpets until the next day. The tenants did not agree with this approach and agreed to meet the next day.

The landlord states that when they asked for the tenants to return the keys the tenants refused and they left the property. The tenant confirmed that to the date of the hearing they had not returned the keys to the landlord. The landlord seeks compensation for locksmith charges as a result of the tenant failing to return keys in the amount of \$137.21. The landlord has provided a receipt for this amount.

Further to the results of the inspection the landlord submits the glass in the oven door was cracked during the tenancy and she seeks compensation for its replacement and installation in the amount of \$206.73. The landlord has provided receipts for its purchase and installation.

The tenant submits that they caused no damage to the stove door. However, the condition inspection report indicates that the stove was in good condition on move and required cleaning and repairs to the door at the end of the tenancy.

The landlord also seeks compensation for the costs involved in cleaning up the yard in the amount of \$125.00. The landlord submits that while she incurred additional costs in the amount of \$275.00 due to the replacement of several dead plants she is only seeking compensation for the cost for cleaning the yard. The landlord provided photographic evidence of the condition of the yard at the end of the tenancy.

The tenants submit that they cleaned the carpets a month prior to the end of the tenancy but have not produced a receipt for either the landlord at the inspection or for this hearing. The landlord submits the carpets required cleaning as noted in the move out condition inspection report. The landlord has submitted receipts for carpet cleaning in the amount of \$156.45.

The parties agree that they never did meet the next day. The tenant submits the landlord did not attend and the landlord submits the tenants did not attend. The tenant submits that because the landlord did not attend he was not given the opportunity to complete a full inspection and the landlord should therefore not be entitled to claim any amounts.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;

2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Regardless of whether or not the landlord failed to meet with the tenants the following day or the tenants failed to meet with the landlord I find that the complete move out condition inspection was held on July 30, 2013 and any subsequent meetings would be used to discuss how the issued would be resolved.

I also find that the tenant's refusal to sign the move out inspection report stating that he either agreed or disagreed with the condition of the unit does not negate the content of the report. The tenant had every right to sign the report indicating he disagreed with the assessment but instead he chose not to indicate either acceptance or rejection of the contents of the report. As such, I find the report provided into evidence is an accurate reflection of the condition of the rental unit at the end of the tenancy.

From the testimony provided and the condition inspection report and photographs provided I find the landlord has established that during the course of the tenancy the oven door was damaged and that the yard was left unkempt at the end of the tenancy.

As a result, I find the tenants failed to comply with Section 37 in regards to the oven door and the yard and that the landlord has suffered a financial resulting from this violation. I also find the landlord has established the value of these losses through the provision of her invoices totalling \$331.73.

Residential Tenancy Policy Guideline #1 stipulates that a tenant may be held responsible for carpet cleaning for a tenancy of one year. As the tenant has failed to provide any evidence that the carpets were cleaned at the end of the tenancy (or even one month before the end of the tenancy) I find the landlord is entitled to compensation for carpet cleaning in the amount of \$156.45.

As the tenant acknowledges that they still had not returned the keys to the rental unit I find the tenants failed to comply with the requirement to return keys as outlined in Section 37 and as such the landlord is entitled to compensation in the amount of \$137.21 for the cost of replacement keys as shown by her evidence.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$675.39** comprised of \$206.73 oven door repair; \$125.00 landscaping; \$156.45 carpet cleaning; \$137.21 replacement locks; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit held in the amount of \$421.16 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$254.23**.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 08, 2013

Residential Tenancy Branch

