



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This is a request for a monetary order for \$973.10 and a request to retain the full security deposit of \$482.50 towards the claim.

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

Has the landlord established a monetary claim for \$973.10 for damages and cleaning?

Background and Evidence

The applicant testified that:

- This rental unit was brand-new when the tenants moved in as confirmed on the move in inspection form.
- When the tenant moved out the kitchen counter in the rental unit was badly scratched with knife marks and as a result will have to be replaced.
- The scratches were pointed out to the tenants on the moveout inspection.
- The tenants had also stained the carpets and although they attempted to clean the carpet the stains did not come out and as a result he will have to have it professionally cleaned.

He is therefore requesting a monetary order as follows:

Replace scratched counter	\$755.10
Carpet cleaning	\$168.00
Filing fee	\$50.00
Total	\$973.10

The respondents testified that:

- The landlord did point out the scratched counter top during the moveout inspection, however they did not notice the scratches before and since the landlord had entered the rental unit prior to the inspection without their permission, they question whether or not the scratches may have been caused by the landlord.
- They do not dispute the claim for carpet.
- They did do a moveout inspection with the landlord; however the landlord never gave them the opportunity to sign the moveout inspection report.

In response to the tenant's testimony the landlord testified that:

- He did not cause any scratches to the kitchen counter, and in fact he had noticed the scratches on two previous occasions while showing the rental unit to prospective tenants.
- He did give the tenants the opportunity to sign the moveout inspection report; however they refused to do so.

Analysis

It's my finding that it is most likely that the scratches on the countertop were caused by the tenants during the tenancy, and I find it highly unlikely that the landlord would've gone into the rental unit and scratched the countertop. It's obvious from the photos that the scratches of been caused by someone using a knife on the counter without proper protection.

I therefore allow the landlords claim for the replacement of the countertop.

I also allow the claim for the carpet cleaning as this portion the claim is not disputed.

I will not make a finding on whether or not the tenants were given the opportunity to sign the moveout inspection report, because it is just one parties word against that of the other and there is insufficient proof by either side. That being said however the tenants

have admitted that they did a moveout inspection with the landlord, and that the landlord did point out the kitchen counter scratches during that inspection. Therefore whether or not the moveout inspection report has been signed is somewhat irrelevant.

Conclusion

I have allowed the landlords full claim of \$973.10 and I therefore order that the landlord may retain the full security deposit of \$482.50 and I've issued a monetary order in the amount of \$490.60.

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

