



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes as agents for the registered Owner
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, 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's agent and the tenant's agent.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act* (Act).

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties in August 2012 for a 1 year fixed term tenancy beginning on September 1, 2012 for a monthly rent of \$2,100.00 due on the 1st of each month with a security deposit of \$1,050.00 paid. The parties agree the rental unit was completely furnished during the tenancy. The parties agree the tenancy ended on August 31, 2013.

The landlord has submitted into evidence a copy of a Condition Inspection Report completed at both move in and out. The Report is signed by the landlord's agent at both move in and out but signed only by the tenant (or their agent) at move in only. The tenant agrees that there was no one attending the move out inspection representing the tenants.

The landlord has also provided photographic evidence and copies of invoices and receipts for all portions of the claim.

The landlord seeks the following compensation based on the condition of the rental unit at the end of the tenancy:

Description	Amount
Cleaning	\$122.85
Stove Repair	\$236.30
Front Door Repair	\$813.75
Flooring Repairs	\$1,680.00
Smoke Detector Replacement	\$165.10
Painting	\$150.00
Vertical Blind replacement	\$144.00
Cushion Repair	\$26.30
Damaged table	\$80.00
Yard Care/Deck Power Washing	\$262.50
Total	\$3,680.80

The tenant does not dispute the landlord's claim for the front door repairs; the cushion repair; and the damage tabled for a total of \$920.05.

The Condition Inspection Report and photographic evidence submitted by the landlord shows a need for cleaning of several rooms in the rental unit. The tenant submits that they had hired cleaners to clean the rental unit at the end of the tenancy, however the tenant provided no evidence to support either that a cleaner was hired or that the areas identified by the landlord had been cleaned by hired cleaners.

The landlord submits that the stove required a replacement knob for the fan function. The tenant submits that there never was a knob on the stove for the fan. The Condition Inspection Report at move in does not indicate any missing knobs.

The landlord submits that in the basement bedroom the bed caused damaged to floor requiring replacement of the floor. From the photographic evidence it appears that a wheel from the bed was damaged and caused the floor to be scratched and gouged.

The tenant submits that that bedroom was only used once or twice for quests and the damage was caused by the bed supplied by the landlord and not through any actions of the tenants or their guests. There is no notation of the condition of the bed in the condition inspection report.

The landlord seeks compensation for the re-installation of smoke detectors that had been removed during the tenancy. The tenant submits that there were no smoke detectors at the start of the tenancy. There is no notation in the Condition Inspection Report indicating whether or not there were smoke detectors at the start of the tenancy or if they were installed if they were working.

The landlord seeks compensation for painting the rental unit and in support of this claim the landlord has provided two photographs showing some wall damage. The Condition Inspection Report indicates that at the start of the tenancy there were several scuffs and nail holes in several rooms throughout the rental unit. The report does not confirm that

any of those scuffs or marks were present at the end of the tenancy with the exception of scuffs near an outlet in the hallway. The landlord could not confirm the last time the rental unit was painting.

The Condition Inspection Report and photographic evidence indicates that there were 6 slats missing from the vertical blinds in the den/family room. The tenant submits that no slats were removed from any of the blinds.

Based on the Condition Inspection Report and photographic evidence provided by the landlord showing the condition of the deck and stairs at the start and end of the tenancy the landlord seeks compensation for power washing the deck and stairs. The tenant submits that there had been an ongoing problem with the deck and stairs due to mould during the tenancy.

Analysis

As the tenant does not dispute the landlord's claim for compensation for the front door repairs, cushion repair and the damaged table I accept the landlord is entitled to compensation for these items in the amount of \$920.05.

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.

As the tenant has provided no evidence to support their position that they had the rental unit cleaned and based on the evidence provided by the landlord I find the landlord has provided sufficient evidence to establish the tenant failed to leave the rental unit reasonable clean as required under Section 37; that the landlord has suffered a loss as a result; and the landlord has established the value of that loss in the amount of \$122.85.

As the move in Condition Inspection Report does not denote any missing knobs on the stove and this is acknowledged by the tenant by signing the Report, I find the landlord has established, on the balance of probabilities, that the knob went missing during the tenancy and the landlord has suffered a loss as a result in the amount of \$236.30.

In relation to the landlord's claim for damage to the flooring because of damage caused by the bed in the lower bedroom, I note the Condition Inspection Report does not record the condition of the bed or the legs and wheels of the bed provided by the landlord at the start of the tenancy.

While the landlord is not seeking compensation for the bed, I find the landlord has failed to provide sufficient evidence that damage on the floor resulting from the damaged bed legs resulted from actions or neglect on the part of the tenants. I find there is no evidence before me that shows that tenant caused the damage to the bed or that the landlord informed the tenant that the bed was damaged, which in turn caused the damage to the floor.

For these reasons, I dismiss the portion of the landlord's Application seeking compensation for repairing the floor in the amount of \$1,680.00.

Likewise, the landlord has provided no evidence that the rental unit had smoke detectors at the start of the tenancy. The Condition Inspection Report does not indicate either that at the start or end of the tenancy that any smoke detectors were in any of the locations assessed.

As such, I find the landlord has failed to establish the tenant is responsible for the replacement of any smoke detectors. I dismiss this portion of the landlord's claim in the amount of \$165.10.

In regard to painting I note that the Condition Inspection Report indicates that there are a number of holes and scuff marks throughout the rental unit at the start of the tenancy but that there are fewer at the end of the tenancy. Further the photographic evidence provided is not clear if the marks noted were in the rental unit prior to the start of the tenancy.

As such, I find that is likely that the rental unit required painting at the start of the tenancy due to marks and scuffs and the tenant should not be held responsible now if the unit still requires painting. I therefore dismiss the landlord's claim for painting in the amount of \$150.00.

Based on the evidence provided (Condition Inspection Report and photographic evidence) by the landlord I am satisfied that the tenant failed to clean the deck to a reasonable standard prior to the end of the tenancy and the landlord is entitled to compensation in the amount of \$262.50 as claimed.

Finally, in relation to the landlord's claim for replacement vertical blinds, I find the landlord has recorded in the Condition Inspection Report the provision of blinds and that there are no deficiencies noted at the start of the tenancy as accepted by the tenant. I also note that based on the photographic evidence and Condition Inspection Report there are slats missing.

As a result I find the landlord has suffered a loss and that the landlord has established the value of that loss at \$144.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,735.70** comprised of \$920.05 front door, cushion, table damage; \$122.82 cleaning; \$236.30 stove repair; \$262.50 yard care/deck cleaning; \$144.00 vertical blind replacement and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,050.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$685.70**.

This order must be served on the tenant. If the tenant fails 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: January 14, 2014

Residential Tenancy Branch

