



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding City View Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on October 1, 2012 and ended on September 30, 2013. The tenants were obligated to pay \$995.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$497.50 security deposit. Condition inspection reports were conducted at move in and move out. I address the landlord's claims and my findings around each as follows.

**First Claim** – The landlord is seeking \$75.00 for general cleaning and \$68.25 for carpet cleaning. The tenants stated that the amount was not in dispute. The tenants stated that they had “signed off” on those costs as part of the move out inspection report. Based on the above I find that the landlord is entitled to \$143.25.

**Second Claim** - The landlord is seeking \$1268.82 for the replacement of the vinyl deck cover and \$650.10 for the replacement of a vinyl floor. The landlord stated that at the move out condition inspection the tenants had left newspapers on the floor to cover the damage and large potted plants on the deck to cover those damages. The landlord stated that the damage was discovered the following day after the tenants had already moved on. The tenants adamantly dispute the landlords claim. The tenants stated that the move out condition inspection was done in accordance with the Act and that the parties walked through the unit and agreed to its condition. The tenants stated that the landlord did not contact them to discuss any of these damages. The tenant stated she only became aware of this issue when she was served the Notice of Hearing Documents for this hearing. The tenant stated she made some calls to the manager to schedule a time to view these damages and to discuss it but was ignored. The tenant stated that at no time during the inspection was she informed of damages to the floor or deck nor did she notice any.

The landlord provided two photos for this hearing. The photos are of a very poor quality and are not helpful. The parties conducted the condition inspection report in good faith on October 1, 2013. The landlord filed for dispute resolution on October 3, 2013. The landlord remained silent when asked why he didn't contact the tenants after noticing the alleged damage. The landlord is the applicant in this matter and bears the responsibility to prove his claim. The landlords own condition inspection report does not reflect any damages to the deck or kitchen floor and is direct contradiction to his testimony. The landlord is relying on the two very poor quality photos to substantiate his claim. The photos submitted by the landlord. In addition, the landlord submitted an estimate for the vinyl deck and not an actual receipt reflecting any out of pocket costs. In relation to the vinyl floor the landlord provided a purchase order however that does not address whether the tenants were responsible for the alleged damages or whether the landlord decided to upgrade the flooring on his own volition. The landlord did not provide sufficient evidence in a clear and logical manner. Based on all of the above and on the balance of probabilities I dismiss this portion of the landlords' application.

I decline to award the landlord the recovery of the filing fee as he has not been successful in relation to claims that were in dispute.

Conclusion

The landlord has established a claim for \$143.25. I order that the landlord retain that amount from the deposit and return the balance of \$354.25 to the tenants immediately.

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 20, 2014

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Residential Tenancy Branch

