



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with the landlord's application for monetary compensation and an order to retain the security deposit in partial compensation of the claim. The landlord, a witness for the landlord and both tenants participated in the teleconference hearing.

The hearing first convened on November 18, 2013. I adjourned the hearing because of evidence service issues, and reconvened on January 16, 2014. Parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 16, 2012, with monthly rent of \$2050. On July 13, 2012 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. At the outset of the tenancy the tenants paid the landlord a security deposit of \$1025. The tenancy ended on July 31, 2013.

### *Landlord's Claim*

The landlord claimed the following monetary amounts:

- 1) \$134.80 for over-holding August 1 and 2, 2013 – the landlord stated that the tenants were not ready to do a move-out inspection until August 2, 2013;

- 2) \$30 for labour to remove garbage tenants left outside house – the landlord submitted a photograph of a pile of garbage left outside the house;
- 3) \$30 for labour and \$35.13 for supplies to clean chemical or oil spills on the garage floor;
- 4) \$90 for three hours of labour to repair drywall damages, clean walls and paint over repaired spots;
- 5) \$50.40 to replace damaged screen door;
- 6) \$127.92 to replace damaged bi-fold door;
- 7) \$288 for unpaid water bill and late payment charge;
- 8) \$315 for carpet cleaning – the landlord provided photographs and the witness statement and testimony from the person who cleaned the carpets. The witness stated that the carpets were extremely dirty;
- 9) \$60 for two hours of labour for two extra trips the landlord made to the rental unit to do move-out inspection;
- 10) \$62.39 for registered mail and photographs – the landlord stated that he could not personally serve the tenants because they only gave him a post office box address for service; and
- 11) \$50 for recovery of the filing fee.

### *Tenants' Response*

The tenants responded to the landlord's claim as follows:

- 1) Over-holding – the tenants disputed this, and stated that they tried to arrange a move-out inspection with the landlord on August 1, 2013, but he did not respond to their email. The landlord arrived on July 31, 2013 instead, but the tenants were not ready at that time. The landlord and tenants met again at the rental unit on August 1, 2013, but the landlord refused to do the inspection at that time because the tenant was still doing final cleaning. The parties met a final time on August 2, 2013, but the tenants refused to sign the condition inspection report because that would be like signing a blank cheque.
- 2) \$30 for removing garbage – the tenants did not dispute this amount.
- 3) Cleaning garage floor – the tenants disputed this, stating that they never parked any vehicles in the garage or kept anything in the garage that would leak fluids.
- 4) Repair damage to walls – the tenants disputed this, stating that the wall damage was normal wear and tear;
- 5) Screen door repair – the tenants disputed this, stating that they had informed the landlord by email early in the tenancy that the screen door had been damaged by a raccoon, and the landlord did not repair it.

- 6) Damaged bi-fold door – the tenants disputed this, stating that they left two matching bi-fold doors and measured them to make sure they would fit. The tenants stated that they offered on August 2, 2013 to install the doors, but the landlord refused the tenant's help.
- 7) Utility bill – the tenants did not dispute the amount of \$279.36, the original amount on the water bill; however, they disputed the late fee that the landlord is claiming, as the bill was not due until September 12, 2013 and the landlord ought to have paid the bill before it was due.
- 8) Carpet cleaning – the tenants disputed \$200 of this cost, stating that the landlord did not have the carpets cleaned until two weeks after the tenants moved out, and there was traffic in the rental unit during that time.
- 9) Labour for attending twice at the rental unit to do move-out inspection – as per item 1, above, the tenants disputed this portion of the landlord's claim.
- 10) and 11) Mailing and photograph costs and filing fee – the tenants disputed these, stating that if the landlord had been reasonable at the time of their move they would not have needed to have a hearing.

### Analysis

Upon consideration of the relevant evidence, I find as follows:

- 1) Over-holding – I find that the landlord is not entitled to this amount. The tenants were not over-holding, and the landlord did not give the tenants two written opportunities to schedule a move-out inspection, as required under the Act.
- 2) \$30 for removing garbage – the landlord is entitled to this amount, as the tenants did not dispute it.
- 3) Cleaning garage floor – I find the landlord has failed to provide sufficient evidence that the tenants caused this damage, and he also failed to provide any photographs of the stained garage floor.
- 4) \$90 to repair damage to walls – I find that the landlord is entitled to this amount. I do not find that the damage to the walls was normal wear and tear, and I accept the landlord's evidence that he needed to do this work.
- 5) Screen door repair – I find that the landlord failed to provide sufficient evidence that the tenants caused this damage.
- 6) Damaged bi-fold door – I find that the landlord is not entitled to this amount, as he did not provide an age of the doors to account for depreciation.
- 7) \$288 for the utility bill – I find that the landlord is entitled to this amount, including the late charge. The tenants were responsible for this bill, and they ought to have paid it on time in order to avoid the late charge.

- 8) Carpet cleaning – I find that the landlord is entitled to \$115 for carpet cleaning, the amount that the tenants did not dispute. I find that the landlord did not provide sufficient evidence to establish that the carpets required additional cleaning due to the condition of the carpets at the end of the tenancy.
- 9) Cost for attending twice at the rental unit to do move-out inspection – for the same reason that I set out in item 1, regarding the over-holding, I decline to award the landlord this amount.
- 10) Mailing and photograph costs – the only cost of the dispute resolution process that is normally recoverable is the filing fee. In this case I find that the landlord is not entitled to these amounts. Whether or not the tenants gave the landlord a street address as their service address, the landlord may not have been able to personally serve the tenants, and he therefore would still have incurred the mailing costs. The cost for photographs is a normal cost related to the dispute resolution process.
- 11) Filing fee – as the landlord's claim was only partly successful, I find that he is not entitled to recovery of the filing fee, for the cost of the application.

### Conclusion

The landlord is entitled to a total of \$523. The landlord may retain this amount from the security deposit in full compensation of his award. I grant the tenants an order under section 67 for the balance of their security deposit, in the amount of \$502. This order may be filed 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: February 11, 2014

---

Residential Tenancy Branch

