



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

The landlords apply for a monetary award for the cost of repair or replacement of various items.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show, on a balance of probabilities that the landlords are entitled to recover any of the costs alleged?

Background and Evidence

The rental unit is a three bedroom townhouse. The tenancy began in October 2012 and ended December 1, 2013. The rent was \$1600.00 per month. The landlords hold an \$800.00 security deposit.

The landlords claim for damage to a dishwasher. The door is malfunctioning; not stopping at horizontal when opened and not closing except with effort. The attending tenant denies the appliance was malfunctioning at the end of the tenancy. There is no evidence of repair or replacement cost. It has not yet been fixed or replaced.

The landlords claim for repair of a damaged wall where, they say, the tenant Mr. W. admitted to cutting through to gain access, and later repairing. They have a quote of \$325.00 for the repair. The attending tenant denies there was any such damage at move out.

The landlords claim \$177.00 for blind replacement. The attending tenant acknowledges that the blinds were damaged during the tenancy but disputes the amount claimed for replacement.

The landlords claim the \$28.00 cost of a garage door switch cover and the attending tenant admits to this item.

The landlords claim \$45.00 for a garage key remote, saying two were given out but only one returned. The attending tenant says only one was given out.

Analysis

The landlords have put themselves in a very difficult position. The *Residential Tenancy Act* (the “Act”) requires that a landlord conduct a move-in inspection and prepare a report at the start of a tenancy and then conduct another inspection and prepare a report at the end. The intention of the legislators was to try to eliminate exactly the type of dispute here by compelling a landlord to set out a record of the rental unit condition at the start and end of a tenancy. Not only do the inspections and reports foster an immediate resolution between the parties, they also serve as notice to the parties about what exactly is in dispute. Thus the parties’ attention is drawn to the issues and they, especially the vacating tenants, are afforded an opportunity to obtain or preserve evidence about the condition of the premises. Once a tenant has vacated, it is not an easy thing to regain access to a rental unit to obtain evidence or to otherwise account for possible changes to the rental unit occurring afterward.

The failure to attend to the inspection and report obligations imposed by law is not fatal to a landlord’s claim but the landlord is left with a considerably higher evidentiary burden.

That burden is increased when, as here, credibility is a central issue and the hearing takes place by telephone conference call. The arbitrator is not afforded an opportunity to assess witness demeanor.

In this case, the landlords merely conducted a walk-through with the tenant Mr. W. at the end. Though the tenants had taken pictures of the premises before leaving, not unexpectedly the photos do not show the areas of the home that are in contention.

I grant the landlords a monetary award for the undisputed items: the \$28.00 garage opener and \$177.00 blinds replacement cost. Though the attending tenant objected to the amount of the blinds cost, she had no better indication of the cost.

I disallow the dishwasher claim as there was no evidence at all upon which I could make a damages assessment.

I would have dismissed the dishwasher claim in any event and I dismiss the remainder of the landlords' claims because I am unable to conclude that the damage, denied by the attending tenant, occurred during this tenancy. While I might have my suspicions about the dishwasher door damage and the cut out hole happening within the week following this tenancy, I am unable to choose between the evidence of one side or the other on the remainder of the claims.

Conclusion

The landlords are entitled to a monetary award of \$205.00 plus the \$50.00 filing fee. I authorize the landlords to retain the amount of \$255.00 from the security deposit in complete satisfaction of the award. The tenants will have a monetary order against the landlords for the \$545.00 remainder.

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: March 28, 2014

Residential Tenancy Branch

