



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. The tenants applied for recovery of the security deposit and further monetary compensation.

The hearing first convened on February 3, 2014. On that date, because of issues with the applications and evidence of both parties, I determined that it was appropriate to adjourn the hearing.

The Residential Tenancy Branch sent notices of the reconvened hearing to the parties. The hearing reconvened on April 3, 2014. On that date, only the landlord appeared. Therefore, as the tenants did not attend the hearing, and the landlord appeared and was ready to proceed on both applications, I dismissed the tenants' claim without leave to reapply. I proceeded with the landlord's claim in the absence of the tenants.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 15, 2012. Rent in the amount of \$2200 was payable in advance on the first day of each month. At the outset of the tenancy, tenants paid the landlord a security deposit of \$1100 and a pet deposit of \$550. On September 15, 2011 the landlord and the tenants conducted a joint move-in inspection and completed a condition inspection report.

The tenancy ended on October 15, 2013. The landlord and the tenant met at the unit to carry out the move-out inspection. The tenant did not agree with the condition inspection report. The landlord applied on October 24, 2013 to keep the security and pet deposits in partial compensation of their claim.

The landlord claimed compensation for the following:

- \$488.37 for outstanding water bills – as per the tenancy agreement, water is not included in the rent;
- \$701.40 to replace scratched bathroom tiles – the landlord stated that some of the bathroom tiles were scratched and the scratches could not be removed, so they had the tiles surrounding the tub removed and replaced;
- \$814.51 for cleaning, yard work, other repairs and supplies.

In support of their claim, the landlord submitted evidence including the following:

- Copies of the tenancy agreements, signed by the tenant and the landlord, indicating a monthly rent of \$2200 due on the first of each month. Water is not included in rent. The agreement also indicates that the tenants paid a security deposit of \$1100 and a pet deposit of \$550 in September 2011;
- a copy of the move-in condition inspection report, signed by the landlord and the tenant on September 15, 2011;
- water bills for June through October 15, 2013;
- a copy of an addendum to the agreement, in which the tenants agreed to maintenance of the lawn, garden and bushes, including periodic trimming of the bushes and filling and emptying of the compost;
- detailed calculations of the time spent and work done for cleaning, yard work and repairs;
- invoices and receipts for supplies and labour;
- testimony regarding the work that needed to be done, including the bathroom tile repair where the landlord stated it looked like a key or piece of metal permanently etched the tile; and
- photographs of the damaged and dirty portions of the rental unit and property – I note that the photos of the bathroom tile depict very faint marks, and it is not clear how much of the tile was affected.

Analysis

I find that the landlord has established their claim, with the exception of the tile repairs. The evidence noted above shows that the tenants were responsible for the water bills but failed to pay for the months claimed; the tenants were responsible for yard work but left the rental property at the end of the tenancy with significant yard work not done; and the rental unit clearly required cleaning and repairs.

I am not satisfied that the damage to the bathroom tiles was anything more than aesthetic or that the landlord suffered any devaluing of the rental unit as a result of this damage, and I therefore find that the landlord is not entitled to the amount claimed for replacing the bathroom tiles.

As the landlord's application was partly successful, I find they are entitled to partial recovery of their filing fee, in the amount of \$25.

Conclusion

The tenants' application is dismissed.

The landlord is entitled to \$1327.88. I order that the landlord retain this amount from the security and pet deposits and return the balance of \$322.12 to the tenants. I accordingly grant the tenants an order under section 67 for the balance due of \$322.12. 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: April 7, 2014

Residential Tenancy Branch

