



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MND MNSD 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. One landlord and one tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The landlord stated that they did not receive the tenants' evidence. The tenant stated that he placed his evidence in the landlord's mailbox on January 31, 2014. The tenant did not provide sufficient evidence to establish that he served his evidence in accordance with the Act; furthermore, even if the tenant had provided sufficient evidence of service, the landlord would have been deemed served on February 3, 2014, and the evidence would therefore be late. For those reasons, I excluded the tenant's evidence, but heard the testimony of both parties.

During the hearing the landlord sought to amend their application to include a claim of \$50 for one key that they stated the tenants did not return; as well as \$25.18 for a toilet seat. The tenant acknowledged that he was aware of the landlord's claim for the key, as it was included in the landlord's evidence, but he was not aware of the claim for the toilet seat. I therefore amended the landlord's claim to include the claim for the key, but I denied the amendment for inclusion of the claim for the toilet seat.

I have reviewed all testimony and other admissible 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 December 1, 2012. Rent in the amount of \$1250 was payable in advance on the last day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$625. The landlord and the tenant did a move-in inspection and completed a condition inspection report on December 3, 2012. The tenancy ended in October 2013. The tenants signed the move-out inspection report on October 15, 2013, but the landlord did not sign it.

### *Landlord's Claim*

The landlord claimed that the tenant owed \$705.22 for unpaid utilities, kitchen floor repair, carpet shampooing, lifting oil off the driveway, blinds and one unreturned key. In support of their evidence, the landlord submitted copies of the move-in and move-out condition inspection reports; photographs of some of the alleged damages; invoices for carpet cleaning and floor repair; and utilities bills.

### *Tenants' Response*

The tenant agreed that they should pay for removing the oil on the driveway. The tenant disputed the remainder of the landlord's claim. He stated that they did not receive the hydro bills, only voice message with the amount to pay, and he was not sure what had been paid because he was confused with the dates. The tenant stated that the kitchen floor may have become slightly damaged because of leaking from the dishwasher or the kitchen sink, and the tenants told the landlord about the damage during the tenancy. The tenant stated that the landlord did not tell the tenants when they were leaving that they would have to have the carpets shampooed. The tenant also stated that there were no broken blinds when they did the move-out inspection, and they left the last key on the kitchen counter on October 15, 2013.

The tenant stated that the landlord changed the move-out condition inspection report in three places after the tenants signed it, and the landlord was not present when the tenants signed the report.

## Analysis

I find that the landlord is entitled to compensation for the unpaid utilities, as I am satisfied with the landlord's calculations of outstanding utilities and the tenant did not provide sufficient evidence to show that they were not responsible for the utilities claimed. The landlord is entitled to the cost for carpet shampooing, as the addendum to

the tenancy agreement required the tenants to professionally clean the carpets when they moved out.

The landlord did not provide any evidence such as photographs to establish the damage to the kitchen floor or to establish that the tenants caused the alleged damage. I find that as the landlord did not sign the move-out condition inspection report I cannot rely on it, and I find that the landlord therefore did not provide sufficient evidence of damage to the blind. I also find that the landlord has not provided sufficient evidence that the tenants did not return the last key or that the landlord incurred any costs resulting from an unreturned key. I therefore dismiss these portions of the landlord's claim.

As the landlord's application was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$313.37. I order that the landlord retain this amount from the security deposit in full compensation of this amount, and I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$311.63. 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: March 6, 2014

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Residential Tenancy Branch

