



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND 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 deposit in partial satisfaction of the claim. The tenants applied for double recovery of the security deposit. Both the landlord and the tenants participated in the conference call hearing.

At the outset of the hearing, the tenants confirmed that they received the landlord's application and evidence. The landlord stated that they did not receive the tenants' evidence because they had been away travelling. The tenants sent the evidence to the landlord's address by registered mail in accordance with the Act, and I therefore found that the landlord was deemed served with the tenants' evidence and I admitted that evidence.

The 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?
Are the tenants entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on May 1, 2010. Rent in the amount of \$1300 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$650. On May 1, 2010 the landlord and the tenants carried out a move-in inspection and completed a condition inspection report. The report indicates that the condition of the unit was "okay."

On January 15, 2014 the tenants gave the landlord written notice that they intended to vacate the rental unit on February 15, 2014. On February 15, 2014 the landlord and the tenants carried out a move-out inspection. The landlord did not complete a condition inspection report but did make brief notes regarding some items in the rental unit. The tenants' forwarding address is recorded on that page of notes. On March 1, 2014 the landlord wrote the tenants a letter to

indicate that the rental unit required cleaning and repairs, and they therefore would not be returning the security deposit. The tenants applied for double recovery of their security deposit on March 14, 2014. The landlord applied to keep the security deposit in partial compensation of their claim on April 25, 2015.

Landlord's Evidence

The landlord stated that at the time of the move-out inspection the tenants were very hostile, so the landlord tried to make the inspection as short as possible. The landlord stated that the tenants left the unit dirty and damaged. The landlord stated that they started taking pictures of the damage after the tenants filed their application.

The landlord has claimed the following compensation:

- 1) \$879.29 to replace fridge – the landlord submitted that the tenants damaged the fridge;
- 2) \$492.80 to replace entry door flooring – landlord submitted that the tenants gouged the flooring;
- 3) \$114.66 to replace two broken double pane windows and broken locks;
- 4) \$308.70 for carpet cleaning;
- 5) \$143.05 for vacuum parts – the landlord submitted that the tenants damaged the vacuum head by pulling the electric plug out of the attachment for the built-in vacuum;
- 6) \$190.40 for broken light fixture, replacement light bulbs, batteries and a range hood filter – the landlord submitted that the range hood filter was filthy beyond cleaning;
- 7) \$884.92 for replacement oven – the landlord submitted that the porcelain was chipped in three places, the glass top was burned beyond cleaning or repairing, and the oven was never cleaned;
- 8) \$1484 for 12 replacement blinds – the landlord replaced 12 custom aluminum blinds;
- 9) \$900 for 90 hours of cleaning, at \$10 per hour; and
- 10) \$650 for unpaid rent from February 15 to March 1, 2014 – the tenants did not give proper notice to vacate at the end of the month.

The landlord supported their claim with receipts, invoices, quotes, the move-in condition inspection report and photographs of some of the dirty and damaged items.

Tenants' Evidence

The tenants stated that they were not hostile at all at the move-out inspection. The tenants acknowledged that there were two damaged blinds; they left three burnt-out light bulbs; some areas and items such as the fridge maybe needed a bit more cleaning; and there was one small stain on the carpet.

The tenants disputed the remainder of the landlord's claim. The tenants stated that there were no muddy carpets when they moved out; the unit did not require over 80 hours of cleaning; the landlord's photographs were taken way after the move-out inspection and many of them were

out of focus and zoomed in to exaggerate the damage; the stove worked properly; and there were no dents in the fridge. The tenants submitted photographs taken at the time of the move-out inspection, showing the clean condition of the unit and in particular showing several undamaged blinds.

The tenants stated that they gave the landlord their forwarding address in writing on the page of note the landlord made at the move-out inspection, and the landlord stated at that time that they would return the security deposit. The tenants have claimed double recovery of the security deposit.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

Landlord's Claim

It is the landlord's responsibility to conduct a move-out inspection and complete a condition inspection report with the tenants. In this case the landlord failed to do so. The landlord acknowledged that they did not start taking pictures of the damage until after March 14, 2014, a month after the end of the tenancy, and they cannot therefore establish when any alleged damage was done or by whom. The landlord did not provide the age of items such as the fridge, the stove, the entry door flooring, the vacuum cleaner or the range hood, so that depreciation of these items could be taken into account. I therefore find that the landlord did not provide sufficient evidence to support most of their claim for damage to the rental unit.

The tenants acknowledged that they damaged two blinds, they left three burnt out light bulbs, there were some areas they could have cleaned better, and there was one small stain on the carpet. I find it is reasonable to compensate the landlord \$247.34 for two blinds, as per the landlord's receipts. It is not clear which light bulbs the tenants acknowledged were burnt out, and the landlord's evidence does not identify which replacement bulbs were purchased to replace each burnt-out bulb, so I find it reasonable to grant the landlord a nominal amount of \$15 for three light bulbs. I do not accept the landlord's evidence that the unit required 90 hours of cleaning, based on the landlord's photos. I find that 10 hours of cleaning is reasonable, and I grant the landlord \$100 for cleaning. I also grant the landlord the carpet-cleaning costs, at \$308.70, as the tenants were responsible for professional carpet cleaning, and they did acknowledge responsibility for one stain.

In regard to lost revenue from February 16 to March 1, 2014, the landlord failed to provide evidence that they took reasonable steps to attempt to re-rent the unit as soon as possible, and they are therefore not entitled to the amount claimed for lost revenue.

Tenants' Claim

I accept the tenants' evidence, which the landlord did not dispute, that they provided their forwarding address in writing on February 15, 2014. The landlord did not return the deposit or

apply to keep the deposit within 15 days of that date, and the tenants are therefore entitled to double recovery of the security deposit, in the amount of \$1300.

Filing Fees

As the landlord's claim was only partially successful, they are entitled to partial recovery of their filing fee, in the amount of \$25.

As the tenants' claim was successful, they are entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$696.04. The remainder of the landlord's application is dismissed.

The tenants are entitled to \$1350.

I grant the tenants an order under section 67 for the balance due of \$653.96. 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: July 11, 2014

Residential Tenancy Branch

