



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is a basement suite. Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on September 01, 2013. While only tenant "DB" is named in the landlord's application, tenant "CB" also resided in the unit. Monthly rent was \$1,750.00, and a security deposit of \$875.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Following notice by the tenants, tenancy ended on April 30, 2014. A move-out condition inspection report was completed with the participation of both parties. Tenant "DB" provided her forwarding address by way of email dated May 08, 2014, and the landlord's application for dispute resolution was filed on May 12, 2014.

The disposition of ½ of the security deposit (\$437.50) was resolved between the landlord and tenant "CB." Specifically, the parties agreed that both tenants would accept responsibility for the \$100.00 cost of carpet cleaning; \$50.00 was withheld from "CB's" ½ of the security deposit, and the balance of \$387.50 was repaid to tenant "CB" (\$437.50 - \$50.00).

The landlord still presently holds the full \$437.50 of tenant "DB's" ½ of the original security deposit in trust. Tenant "DB" does not dispute the landlord's claim to withholding \$50.00 of that amount in regard to tenant "DB's" ½ share of the carpet cleaning cost. However, further to recovering ½ of the carpet cleaning cost, the landlord seeks the following specific compensation from tenant "DB:"

\$235.20: *cost to replace blind damaged by moisture*

\$50.00: *filing fee*

The landlord testified that the wooden slat / venetian blind was approximately 1 year old at the time when the subject tenancy began. The landlord considers that damage to the blind occurred as a result of the window being left open for extended periods of time, such that moisture eventually damaged 16 of the 23 slats of the blind. Damage is reflected in cracking and peeling of the coated surface of the slats.

The tenant claims that the window was not constantly left open, and that when it was open it was only open in a very limited manner. Additionally, the tenant noted that there is no custom overhang outside the window that might provide some shelter from rain. Further, the tenant claimed that she was not aware during the tenancy that the blind was sustaining any damage from moisture, and there is no evidence that the tenant was advised or instructed at the start of tenancy in relation to care of the blind.

The landlord testified that the blind can only be replaced, and not just repaired. While the blind has not presently been replaced, it is fully functional. At such time as it may be replaced, the landlord testified that the landlord will accept full responsibility for the cost of installation.

While the parties were advised of the option of settling this dispute between them during the hearing, no mutually agreeable resolution was achieved.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Based on the documentary evidence and testimony, I find that a number of wooden slats on the blind sustained damage as a result of being left damp for extended periods of time from rain water / moisture entering through the open window. I find that the tenant bears some responsibility for this damage by virtue of not doing due diligence in monitoring the condition of the blind during the tenancy. It might be argued that the tenant's responsibility is limited by the absence of any custom overhang outside the window. However, I find that a more compelling limitation to the tenant's responsibility arises from the landlord's choice of a blind with wooden slats, in combination with the absence of any caution or instruction around the vulnerability of the wooden slats to damage from moisture entering through the open window. Simply, I consider that such damage had not been foreseen. In the result, I find that the landlord has established entitlement to a claim in the limited amount of **\$200.00**:

\$50.00: *tenant "DB's" share of carpet cleaning*

\$100.00: *nominal damages for the estimated cost of blind replacement*

\$50.00: *filing fee*

### Conclusion

I order that the landlord withhold **\$200.00** from the security deposit of **\$437.50**, and I order that the landlord repay the balance to the tenant of **\$237.50** (\$437.50 - \$200.00).

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: September 16, 2014

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Residential Tenancy Branch

