



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 an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the teleconference hearing

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both 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?

Background and Evidence

Undisputed Facts

The tenancy began on October 1, 2013 as a fixed term tenancy to end on May 31, 2014. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$750 and a pet deposit of \$750. On October 2, 2013 the landlord and the tenants conducted a move-in inspection and completed a condition inspection report.

On April 2, 2014 the landlord had a plumber attend the rental unit to address a problem with the sump pump. The landlord asked the tenants to pay for the plumbing bill but the tenants refused to pay it. On April 4, 2014 the tenants notified the landlord by email that they were vacating the unit by April 30, 2014. The landlord and the tenants attended at

the rental unit on May 1, 2014 to carry out a move-out inspection, but the tenants did not sign the condition inspection report.

Landlord's Claim

The landlord stated that the tenants did not prudently take care of the rental property. The landlord stated that when the plumber attended the property and dealt with the sump pump, he discovered that it was plugged with a variety of objects, including q-tips, hair ties and feminine hygiene products. The landlord acknowledged that she did not know the age of the sump pump. The landlord has claimed \$849.45 for half the cost of the plumbing bill to replace the sump pump.

The landlord stated that the tenants claimed that there was mould in the rental unit, and they used that as an excuse to break their lease. The landlord stated that on April 6, 2014 she began advertising to re-rent the unit, but she was unable to re-rent it. She believed this was because of the odours of dog urine and smoking in the unit. The landlord has claimed \$1500 for lost revenue for May 2014.

The landlord stated that the rental unit and yard were in poor condition at the end of the tenancy, and cleaning and repairs were required. The landlord stated that she also had to change the locks. The landlord did not provide an age for the carpets that were replaced. The landlord acknowledged that she did the move-out walk-through on her own. The landlord has claimed \$2630.81 for cleaning, repairs and changing the locks.

In support of her application the landlord submitted photographs of the dirty and damaged rental unit and property; invoices, quotes and receipts for cleaning and repairs; and evidence demonstrating that the landlord was advertising and showing the unit to attempt to re-rent it. The landlord also submitted a copy of the move-in and move-out condition inspection report.

The landlord has also claimed \$17.54 for photo development costs.

Tenants' Response

The tenants denied flushing feminine hygiene products or anything else, and they submitted that the previous occupants may have caused the damage to the sump pump. The tenants stated that the plumber told them the sump pump was about 30 years old. The tenants submitted that if the pump had been connected properly it would have immediately shut off if something clogged it. The tenants stated that it was a coincidence that the sump pump gave out when they were there.

The tenants stated that when they told the landlord about the mould in the rental unit, the landlord told the tenants that the unit was unsafe, and they would have to evacuate. The tenants stated that they took this seriously and gave their notice to vacate as per the request of the landlord.

The tenants submitted that the landlord's photos are misleading, because they are zoomed in. The tenants stated that at the end of the tenancy they cleaned the carpets upstairs and downstairs, and the carpets were sun-bleached and had bleach spots when they moved in. The tenants acknowledge that their dog had an accident on the carpet, but they cleaned it up. The tenants stated that the carpets were old. The tenants acknowledged that they did not properly clean inside the fridge and stove. They stated that they did not do the gardening because it was not yet gardening season. The tenants stated that they cleaned up the dog feces at the time of the move-out inspection.

Analysis

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

The landlord did not provide sufficient evidence to establish that the tenants caused the failure of the sump pump. The landlord did not know the age of the pump, and the tenants denied flushing the items found in the pump. I therefore dismiss this portion of the landlord's application.

I find that the landlord is entitled to lost revenue for May 2014. The tenants did not give the landlord notice to vacate until after the first day of the month, and I accept the landlord's evidence that she took reasonable steps to attempt to re-rent the unit. I do not accept the tenants' submission that the landlord's concern about mould in the unit resulted in the landlord's consent for the tenants to break their lease. Further, I do not find it likely that the tenants believed that the mould was an immediate threat to their health, as they remained in the unit for nearly a month after they reported it. I therefore grant this portion of the landlord's claim, in the amount of \$1500.

I find that the landlord is entitled to \$102.27 for light bulbs and \$60 for dry cleaning blinds and drapes, as it is the responsibility of the tenant to replace light bulbs and have drapes cleaned. I also find that the landlord is entitled to \$150 for six hours of cleaning, at \$25 per hour, as the tenants acknowledged that they did not clean everything, and the landlord's photos clearly show some areas of the unit requiring cleaning.

I find that the landlord is not entitled to the remainder of her claim. The landlord did not provide the age of the carpets, and they may have outlived their useful life. It therefore would not have been necessary for the landlord to clean the carpets before replacing them. The landlord did not provide supporting evidence to support the portions of her claim regarding drywall supplies and repairs; nor did she provide evidence to indicate why it was necessary to replace the locks or repair the fridge. The landlord did not provide sufficient evidence to support her claim for the cost of yard work. I accept the tenants' evidence that it was not reasonable to expect the tenants to do gardening in the spring, and the landlord's photographs show that the yard appeared fairly wet and muddy. I find the landlord's photographs of dog feces to be inconclusive. The landlord is not entitled to costs related to the dispute resolution process, aside from the filing fee, and she is therefore not entitled to the amount claimed for photographs.

As the landlord's application was partly successful, she is entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1862.27. I order that the landlord retain the security and pet deposits of \$1500 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$362.27. 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: September 30, 2014

Residential Tenancy Branch

