



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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 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 tenant submitted evidence that was not served on the landlord, and I therefore did not admit that evidence. Both parties were given full opportunity to give testimony and present their admissible 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

The tenancy began on May 1, 2013. Rent in the amount of \$1375 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 tenants in the amount of \$700. The parties did not do a move-in inspection or complete a move-in condition inspection report at the outset of the tenancy.

On May 31, 2014 the tenants gave the landlord written notice to vacate the unit by July 1, 2014. The parties did not do a move-out inspection or complete a move-out inspection report. The tenancy ended on or about June 30, 2014.

Landlord's Evidence

The landlord stated that the tenants were the first occupants of the unit. The landlord acknowledged that his agents did not do a move-in inspection with the tenants. The landlord stated that he tried to do a move-out inspection but the tenants did not show up. The landlord stated that the tenants caused significant damage to the unit and did not clean it at the end of the tenancy.

The landlord has claimed compensation as follows:

- 1) \$292 for unpaid utilities;
- 2) \$185 for carpet cleaning;
- 3) \$345.45 for house cleaning;
- 4) \$240 for painting;
- 5) \$350 for damage cause by the tenants' pet, including a scratched post, a scratched sliding door and a ripped carpet – the landlord did not provide invoices or receipts for this portion of his claim;
- 6) \$500 for miscellaneous missing items, including a front door handle and door stoppers – the landlord did not provide evidence of the value of these items; and
- 7) \$52.35 for printing photographic evidence for the hearing.

In support of his claim, the landlord submitted invoices and proof of payment except where noted above; photographs of some of the dirty and damaged areas of the rental unit and property; and a written witness statement from the new tenant.

Tenants' Response

The tenants stated that they have already paid the utilities bills. The tenants stated that they attempted to schedule a move-out inspection with the landlord, but it is not their responsibility to contact the landlord to verify the date and time. The tenants stated that they filled all of the holes in the walls. The tenants stated they did notice some chips in the paint, but they noticed that there was only one layer of paint. The tenants acknowledged that there were some nicks on the bannister; they may have missed vacuuming the odd cupboard; and there were some stains on the stove, but that is common with glass-top stoves. The tenants stated that they cleaned every part of the fridge.

Analysis

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

- 1) Utilities – the tenants stated that they paid these bills; however, they did not provide proof. I therefore grant the landlord \$292 for the utilities. If the tenants have paid these bills, the landlord must adjust the monetary award accordingly.
- 2) Carpet cleaning – I accept the landlord's evidence that the carpets were not professionally cleaned, as required at the end of the tenancy. I therefore grant the landlord \$185 for carpet cleaning.
- 3) House cleaning – the invoice for cleaning does not specify what cleaning was done, only that seven hours of residential cleaning service were performed, at a rate of \$47 per hour. I find that the witness statement provided by the landlord is of no evidentiary value, as the witness was not available in the hearing to answer any questions from the tenants. The landlord's photographs do depict some areas of the unit that were left dirty, and the tenants acknowledged in the hearing that they did not thoroughly clean everything. I do not find that the areas depicted in the photographs would have required seven hours of cleaning; nor do I find the rate of \$47 per hour to be reasonable. I therefore grant the landlord a nominal amount of \$75 for three hours of cleaning at \$25 per hour.
- 4) Painting – it is clear from the landlord's photographs that the tenants caused damage to the walls. It appears that the tenants did fill some holes; however, these areas still would have required painting. I therefore grant the landlord \$240 for painting.
- 5) Pet Damage – the landlord did not provide costs or estimates for repairs for any damage done by pets. I therefore find that the landlord is not entitled to any amount claimed for damage done by pets.
- 6) Missing Items – the landlord did not provide costs or estimates for replacement of any missing items; nor did he provide specific evidence of what items were missing. As noted above, I give the witness statement no evidentiary weight, and therefore will not consider any missing items referenced in that statement.
- 7) Printing Photographs – costs associated with the dispute resolution process are not normally recoverable, except for the filing fee, which I address below. I find no exceptional circumstances entitling the landlord to this amount.

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

Conclusion

The landlord is entitled to \$842. I order that the landlord retain the security deposit of \$700 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$142.

Should the tenants provide proof that they have paid the utilities bills, the landlord must adjust the monetary award and promptly return to the tenants any outstanding balance of the security deposit. For clarification, if the tenants have paid the utilities bills in full, the landlord's monetary award is reduced to \$550. The landlord would then be required to return to the tenants \$150 as the balance of the security deposit, and the monetary order will be void.

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: November 24, 2014

Residential Tenancy Branch

