



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      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 the tenants 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

The tenancy began on November 7, 2009. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550. On November 7, 2009 the landlord and the tenants carried out a move-in inspection and completed a condition inspection report.

On May 30, 2014 the tenants gave the landlord notice that they intended to vacate the rental unit by the end of June 2014. On June 11, 2014 the landlord gave the tenants a letter proposing either June 27, 2014 at 11:00 a.m. or June 30, 2014 at 3:00 p.m. as a time to conduct the move-out inspection. On June 13, 2014 the tenants sent the landlord an email explaining that neither of the proposed move-out times would work for them. The tenants proposed June 28, 2014 after 2:00 p.m. On June 16, 2014 the

landlord replied via email that they could not do the inspection on June 28, 2014, as that day was already booked with inspections for other tenants. The landlord posted on the rental unit door a Notice of Final Opportunity to Schedule a Condition Inspection, in which the landlord proposed June 30, 2014 at 9:00 a.m. for the move-out inspection. The landlord carried out the move-out inspection in the absence of the tenants on June 30, 2014.

The landlord stated that the tenants left the rental unit dirty and damaged. The landlord stated that floors were stained, walls were chipped and blinds were missing. The landlord also stated that the tenants told the landlord that the fence had been blown down in a wind storm. The landlord claimed compensation as follows:

- 1) \$350 for 10 hours of cleaning
- 2) \$75 for blinds
- 3) \$200 for drywall repairs
- 4) \$150 for fence repairs
- 5) \$356 for steam cleaning

In support of their claim, the landlord submitted a copy of the move-in and move-out condition inspection reports, an invoice for steam cleaning and an invoice on the landlord's letterhead for all of the above amounts.

The tenants disputed the landlord's claim. The tenants stated that they steam-cleaned the rental unit on a regular basis, but because the carpets were "old shag rugs from the 70s", the stains would not come out. The tenants stated that the blinds constantly fell down and they had to repair the fence twice during the tenancy because "everything was held up with twist ties and string."

### Analysis

Upon consideration of the evidence I find that the landlord has failed to provide sufficient evidence to support much of their claim. The landlord did not provide photographs or other independent evidence of the condition of the rental unit at the end of the tenancy. The landlord did not provide a detailed breakdown of the labour and supplies for drywall or fence repairs, and these costs were merely indicated on a form with the landlord's letterhead.

I find that the tenants were responsible for steam cleaning the carpets at the end of the tenancy. I therefore grant the landlord \$356 for steam cleaning. I dismiss the remainder of the application.

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

### Conclusion

The landlord is entitled to \$381. I order that the landlord retain this amount from the security deposit in full satisfaction this amount, and I grant the tenants an order for the balance due of \$194. 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: December 23, 2014

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Residential Tenancy Branch

