



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNR, MNDC, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlords application is a request for a monetary order for \$2069.50, a request for recovery of the \$50.00 filing fee, and a request to retain the full security/pet deposit towards the claim.

The tenant's application is a request for a monetary order for \$1900.00, which represents double the security/pet deposit held, less \$200.00 that the tenant agrees he owes to the landlord.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Issue(s) to be Decided

The issues are whether or not either the landlords or the tenant have established a monetary claim against the other, and if so in what amount.

Background and Evidence

This tenancy began on November 1, 2013 with a monthly rent of \$1400.00.

The tenant had paid a security deposit of \$700.00 and a pet deposit of \$350.00 in October of 2013.

No move-in inspection report was done at the beginning of the tenancy.

The tenant vacated the rental unit on September 30, 2014.

The landlord testified that:

- In May of 2014 the tenant had stated he could not afford the rent and asked if it could be reduced, and they agreed to reduce the rent by \$200.00 per month on the condition that the tenant continued to rent the unit.
- Rent was therefore reduced to \$1200.00 per month for the months of June 2014, through to the end of the tenancy however the tenant only paid \$1100.00 on the months of August 2014 in September 2014.
- The tenant subsequently vacated the rental unit at the end of September 2014 and therefore since he did not continue to rent the unit as agreed, she believes that the rent reduction should be nullified.
- Further when the tenant moved out of the rental unit she founded a gate hook had been broken off, the back screen door had been torn by the dog's nails, the shed deadbolt was broken by the tenant, and one of the carpets, which was approximately 7 to 10 years old, had been destroyed by the tenant's dog.
- Further during the tenancy there had been to false alarms on the security system which cost \$100.00 per alarm that the tenant is required to pay, as agreed in the tenancy agreement.
- Also, when the tenant moved into the rental unit the yard was in good condition however when the tenant vacated there were weeds all over, the grass had not been maintained, and the tenant had left a large pile of grass clippings behind.

The landlord is therefore requesting a monetary order as follows:

June 2014 rent shortfall	\$200.00
July 2014 rent shortfall	\$200.00
August 2014 rent shortfall	\$300.00
September 2014 rent shortfall	\$300.00
Replace gate hook	\$10.00
Replace screen in back door	\$25.00
Replace shed deadbolt	\$25.00
Yardwork invoice	\$100.00
Security alarm chargebacks	\$200.00
Remove and dispose of damaged carpet	\$350.00
Cost of replacing damaged carpet	\$359.56
Filing fee	\$50.00
Total	\$2119.56

The tenant testified that:

- In May of 2014 he did tell the landlord he could no longer afford the rent and asked if it could be reduced otherwise he would have to move.

- The landlord agreed to reduce the rent by \$200.00 per month if he agreed to stay, however there was no time limit put on how long he had to stay and the contract remained a month-to-month contract.
- He stayed a further four months, and therefore he believes that he did meet his obligations required to get the rent reduction.
- He does agreed he owes \$100.00 per month for the months of August 2014, and September 2014 as he did only paid \$1100.00 each of those months rather than the agreed-upon \$1200.00.
- He does not agree that he damaged the gate hook at the rental property, that gate was in bad shape when he moved in.
- He does agree that his dog tore the screen door and so he does not dispute this portion of the claim.
- He does however dispute the claim for the shed deadbolt, because although he did break the deadbolt, he left a replacement for the landlord's, with a key that matched the rental unit.
- He also agrees that there was an agreement that he pay for the cost of any false alarms on the security system, and he agrees there were two false alarms, however he thinks these should have been brought to his attention when they occurred rather than adding a claim at the end of the tenancy.
- He also disputes the landlord's claim for yardwork as the rental yard was in very poor condition when he moved in and he had to put an extensive amount of work into the yard. He also left the yard in good condition when he vacated and therefore does not believe he should be paying for any further yardwork.
- He also disputes the claim for the carpet as it is his opinion that the carpet in the rental unit was at least 30 years old.
- Further, he does not recall any damage, and the landlord also had a large dog in there, and this carpet was not replaced until three months after he moved.

In response to the tenant's testimony the landlord testified that:

- She did notify the tenant each time there was a false alarm, and therefore the tenant was aware that he should be paying for those at the time.
- As she stated earlier this carpet had been replaced approximately 7 to 10 years prior, and was not 30 years old.
- She only agreed to the rent reduction on the condition that the tenant would continue renting the unit for a longer period than four more months.

Analysis

The tenant is not disputing the claim for \$200.00 in rent he neglected to pay in the months of August 2014 and September 2014, and therefore I allow that portion of the claim.

The tenant is also not disputing the claim for the repair to the screen door, and I therefore also allow that portion of the claim.

I also allow the landlord's claim for the two false alarms of the security system as the tenancy agreement allows for those charges to be paid by the tenant.

I also allow the claim for replacing the shed deadbolt, as the tenant admits he damaged this deadbolt, and even if he did leave a replacement behind, \$25.00 is a reasonable amount for the landlord's time to replace that deadbolt.

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met, and it is my finding that the landlord has not met the burden of proving the remainder of this claim.

The landlord claims that the rent reduction was only given on the condition that the tenant continue renting the unit for a longer period of time, however there is no evidence in support of that claim, and since the tenant did continue to rent the unit for a period of time it's my finding that the tenant is not required to reimburse that rent reduction.

The Residential Tenancy Act requires that the landlord to a move-in inspection report at the beginning of the tenancy, and at the end of the tenancy and if the landlord fails to do so, it is basically the landlord's word against that of the tenant as to the condition of the rental unit when the tenant moved in. Therefore in this case it's my finding that the landlord has not met the burden of proving the claims for the gate hook, or the yard cleanup as the tenant denies damaging the gate hook or leaving the yard in poor condition. I therefore deny the claims for the gate hook and the yard cleanup.

With regards to the carpet, first of all again it is just the landlord's word against that of the tenant as to the condition of the rental unit when the tenant moved in, and when the tenant moved out, as neither inspection report was done. Further, the landlord testified that the carpet was approximately 7 to 10 years old and therefore since carpets are considered to have a useful life expectancy of approximately 10 years, this carpet would be considered completely depreciated and of no value anyway.

Therefore the total amount of the landlord's claim that I have allowed is as follows:

August 2014 rent outstanding	\$100.00
September 2014 rent outstanding	\$100.00
Repair screen door	\$25.00
Replace shed deadbolt	\$25.00
Security system false alarm charges	\$200.00
Total	\$450.00

I will not allow the landlord's request for recovery of the filing fee as I have only allowed a small portion of her claim.

With regards to the tenant's claim, the tenant was claiming the return of double his security deposit, however the tenant did not meet the requirements for doubling of the deposit as the landlord had applied for dispute resolution within 15 days of the end of the tenancy. Therefore I will only be considering the amount of the security/pet deposit totaling \$1050.00.

Conclusion

I have allowed \$450.00 of the landlord's claim, and I therefore Order that the landlord may retain \$450.00 of the tenant security deposit and I've issued a Monetary Order for the landlord to pay the remaining \$600.00 to the tenant. The remainder of the landlord's claim is dismissed without leave to reapply.

As stated above, I have allowed \$600.00 of the tenant's claim, and the remainder of the tenant's claim is dismissed without leave to reapply.

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: April 01, 2015

Residential Tenancy Branch