



# 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 was an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord participated in the hearing. Neither of the tenants attended although served with the application and Notice of Hearing sent by registered mail September 14, 2014 to the 2 separate addresses provided by the tenants. The landlord provided proof of mail registration including the tracking number for the mail, one of which is claimed to have been returned to the landlord. The tracking information is stated on the style of cause page. The landlord testified that they sent to the tenant all of their evidence within the registered mail also including the Notice of Hearing package. The landlord was given full opportunity to be heard, to present evidence and to make submissions. Prior to concluding the hearing the landlord acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order in the amount claimed?

### **Background and Evidence**

The undisputed testimony and evidence of the landlord is that the tenancy started in October 01, 2011 and ended July 31, 2014. Rent payable was \$1560.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$775.00. At the start of the tenancy the parties mutually conducted a condition inspection and the requisite Condition Inspection Report (CIR). At the end of the tenancy the landlord did not arrange for a condition inspection. The landlord chose not to involve the tenant,

claiming the tenant was too confrontational. However, the landlord conducted an inspection and inspection report on their own subsequent to the tenant vacating.

The landlord claims the rental unit was rented as fully furnished and that the tenancy agreement was inclusive of an addendum to the agreement acknowledging all the furnishings by the tenant – although it was highlighted to the landlord that this is not the case other than a cursory sentence referring to an itemized list within an otherwise comprehensive tenancy agreement. The landlord included an itemized list into evidence signed solely by the landlord acknowledging the items which they claimed was included with the tenancy agreement.

The landlord claims the tenant failed to pay the rent for July 2014 in the amount of \$1560.00. The landlord further claims the tenant's cheque for July 2014 was returned due to insufficient funds for which their financial institution charged \$25.00. The landlord also provided evidence that the tenant's rent payments for April and May 2014 were late and along with July unpaid rent the landlord seeks late payment of rent fees totalling \$75.00 as supported by the tenancy agreement for such charges. The landlord provided a series of photographs in support of their claim that the carpets of the unit were left stained and unclean. The landlord highlighted the tenancy agreement states for the tenant to professionally clean the carpets at the end of the tenancy, which the landlord claims they were not. The landlord claims their receipted cost of \$130.00 including a \$25.00 tip. The landlord claims the tenant left the rental unit generally unclean. The landlord relies on their CIR and a narrative by the cleaners to the effect that the unit was, "filthy". The landlord provided confirmation they spent \$250.00 to have the unit cleaned. The landlord provided a series of photographs showing that a set of sheer curtains were torn / damaged, for which the landlord claims a replacement cost of \$143.65 supported by an online offer. The landlord claims the tenant left behind a mattress which the landlord disposed at a cost of \$20.00 supported by a transfer station receipt. The landlord claims the tenant fatally damaged their *3 piece couch* which the landlord disposed at a receipted cost of \$27.00.

The landlord claims that at the end of the tenancy the landlord discovered the tenant took an abundance of items (13) belonging to the landlord and which were itemized on a list claimed to be an addendum to the tenancy agreement. The landlord claims a sum of \$434.45 to replace the items.

## **Analysis**

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the bulk of the amounts claimed and in those respects they are entitled to be compensated. I deduct the landlord's claim of a \$25.00 tip in respect to carpet cleaning as this is not an obligation of the tenant. I further amend the landlord's claim for an NSF fee to the amount the landlord actually paid - \$25.00. While I accept the landlord provided the tenant with a *3 piece couch* I am not satisfied as to the condition of the couch at the start of the tenancy to conclude the landlord's claim the couch required disposal at the end of the tenancy. As a result, I dismiss the landlord's claim of \$27.00 to dispose of the *couch*.

I do not accept the landlord's claim for items purportedly taken or damaged by the tenant. I find that other than a single sentence referring to "furnishings", within a 10 page tenancy agreement, the agreement is void of specific reference to the items, condition of the "furnishings" or that an addendum existed to the agreement in respect to a list of furnishings. I find that the itemized list provided into evidence was solely acknowledged by the landlord's signature and there is no evidence of any missing or damaged items within the condition inspection report offered by the landlord completed in the absence of the tenant. I find the landlord has not provided sufficient evidence of what furnishings the rental unit contained at the start of the tenancy or their condition and therefore has not satisfied me what the rental unit should have contained at the end. Even if I were to accept that every item claimed missing was in the rental unit at the outset of the tenancy the landlord has not provided evidence of their condition at the start of the tenancy to enable a calculation of any deficiencies at the end of the tenancy. As a result, I dismiss the landlord's portion of their claim of \$434.45 for purported damaged and missing items. The landlord is entitled to recover the \$50.00 filing fee paid for their application. The security deposit will be offset from the award made herein.

***Calculation for Monetary Order***

Unpaid Rent for July 2014	\$1560.00
Late fees X 3	\$75.00
NSF charge for July 2014 cheque	\$25.00
Carpets cleaning	\$105.00
Cleaning of the rental unit	\$250.00
Damaged sheer curtains	\$143.45
Disposal of mattress	\$20.00
Filing Fee for the cost of this application	\$50.00

<i>Less Security Deposit</i>	<i>-\$755.00</i>
<b>Total Monetary Award to landlord</b>	<b>\$1473.45</b>

**Conclusion**

**I Order** that the landlord retain the deposit of \$775.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1473.45**. If necessary, 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: April 13, 2015

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Residential Tenancy Branch

