



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF, O

Introduction

This was a hearing with respect to the landlords' application for a monetary award. The hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenant attended the hearing with her friend who attended to support the respondent. The landlords and the tenant have exchanged documents, photographs and digital evidence prior to the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a basement suite in Langley. The tenancy began in 2012. The tenancy ended in May, 2014. In June, 2014 after the tenancy ended, the landlord refunded the tenant's security deposit of \$750.00. There was a previous hearing with respect to this tenancy. In a decision dated October 21, 2014 the tenant was granted a monetary award in the total amount of \$250.00 as compensation for the landlord's invasion of the tenant's privacy. The landlord and the tenant submitted a voluminous quantity of documents as evidence on this application. Much of the documentary evidence has no bearing on the landlord's monetary claims, but it provides meticulous details of the acrimonious and hostile relationship between the parties.

The landlords have claimed the following as set out in their monetary order worksheet:

#1	RTB Filing fee:	\$50.00
#2	Gas to travel to RTB to file	\$96.00
#3	Printer ink for photocopying	\$51.35
#4	Paint for the suite	\$144.46

#5	Professional carpet cleaning	\$175.31
#6	Re-glazing the bathtub	\$367.50
#7	Repairs to washing machine	\$94.50
#8	Landlord labour, basement suite cleaning:	\$210.00
#9	Landlord labour, 8 hours of painting:	\$280.00
#10	Landlord's loss of work (one day) to paint	\$360.00
#11	Undo stress and nasty e-mail	\$150.00
#12	Neighbours knowing Embarr***	\$200.00
#13	Stress on my dog and kids:	\$300.00
#14	Time to prepare claim:	\$500.00
#15	Increase to hydro bill:	\$600.00

Total monetary order claim: \$3,759.00

At the outset of the hearing I advised the landlords that they were not entitled to claim for costs to prepare for the hearing or to file evidence and I would not entertain their claims for gas, photocopy expenses, or time to prepare the claim. I further informed the landlords that their claims for stress or supposed embarrassment were not claims that were open to them as landlords under the *Residential Tenancy Act*. I heard the landlords' testimony with respect to their specific claims for repairs, painting and cleaning the rental unit.

The landlords testified that the washing machine had to be repaired at the end of the tenancy. The landlord said the problem was caused by the tenant washing a sleeping bag in the washing machine. The invoice that the landlord provided with respect to the washing machine was dated June 11, 2014; it did not identify any needed repairs and simply provided the landlord with some instructions for proper operation. The tenant denied that she washed a sleeping bag in the machine and she said the landlord's complaints were not related to her tenancy.

The landlords claimed the sum of \$210.00 for cleaning performed by the landlord. The landlord said she charged for her time spent cleaning at a rate of \$30.00 per hour. She said the cleaning was necessary because the tenant did not properly clean the rental unit.

The landlords claimed several amounts for painting; they claimed the sum of \$144.45 for the cost of paint and they claimed \$280.00 for the landlord's labour for 8 hours of painting and they claimed a further \$360.00 said to be lost wages because the landlord took the day off work to paint. The landlord's claimed that the painting was required because the tenant did paint touch-ups to the walls and puttied holes but did not sand

before applying touch-up paint. The landlord referred to photographs taken to show the paint issues in the rental unit.

The landlords claimed that the tenant damaged the bathtub. They said that the tenant damaged the porcelain finish by excessive scrubbing and said that the tub had to be re-glazed at a cost of \$367.50. The landlord submitted several photographs of the bathtub taken after the tenancy ended. They showed some marks or wear at the drain and a stain or mark at the rear of the tub. The landlord submitted some additional digital photos said to have been taken before the tenancy began.

The landlords claimed the sum of \$175.31 for professional carpet cleaning. The landlords claimed that there were heavy stains in the carpets that the tenant did not remove when she cleaned the carpets.

The tenant testified that when she moved into the rental unit the carpets were clean, but they had some stains. The tenant provided some photographs that she testified she took when she moved in to document the existing stains. She said that she used a carpet cleaner and thoroughly shampooed the carpets.

With respect to the painting claim, the tenant said that she requested and received a paint can from the landlord and she obtained matching paint from the same supplier using the landlords' paint codes. The tenant said that her brother, who is a professional painter, helped her do the touch-ups. The tenant said that her photographs, taken after she moved out show that the paint matches the existing paint.

The tenant referred to the claim for re-glazing the bathtub. She said that the tub was stained with brown hair dye by the previous tenants. She testified that the landlord told her that she had looked into having the tub re-glazed, but decided it wasn't needed. The tenant said that she re-cleaned the tub but the stain remained and could not be removed.

The tenant testified that the rental unit was properly cleaned and move-in ready when she left. She said that the photos she provided confirmed that the rental unit was thoroughly clean at the end of the tenancy. The tenant referred to the fact that the landlords returned her deposit in full in June and did not file that application for dispute resolution until October. She noted the hostile tone of the landlord's communications and she submitted that if the landlords had a legitimate claim they would have retained the deposit and made a claim within the proper time frame.

In the landlords' communication when returning the deposit they said:

Here is your damage deposit, the full \$750.00.

You shouldn't be getting anything back and please just leave us alone.

Haven't hear any nice things about you from many of our neighbours, they are all glad to see you have moved out. Nobody wants you around here in the neighbourhood either.

Thank heaven, we have a great tenant now. (reproduced as written)

Analysis

The landlords submitted a vast amount of documentation concerning their relations with the tenant, about her relationships and her parenting that were unrelated to any tenancy claims.

The landlords did not conduct a condition inspection when the tenant moved in. The landlords have the burden of proving that the damage was present at the end of the tenancy, that the tenant caused the damage and that it exceeded normal wear and tear and the tenant is therefore responsible for the claimed costs for repairs and cleaning.

I find that the landlord has failed to show that the tenant caused or should be responsible for any of the alleged damage or costs claimed. The tenant provided evidence that there was some pre-existing carpet staining when the tenancy began. She cleaned the carpet at the end of the tenancy, but the stains persisted and I find that she is not responsible for the additional carpet cleaning claimed by the landlords.

The landlord has not shown that the washing machine was damaged or needed any repairs and this claim is denied.

The tenant's photos show that the rental unit was acceptably clean when she handed possession back to the landlord and I deny the landlords' claim for additional cleaning.

With respect to the claim for painting, the landlords' claims are inflated because they include claims for the landlord's time spent painting, as well as for supposed loss of earnings while he was performing the painting. The actual evidence intended to show the need for the painting consists of several photographs taken at an oblique angle to the walls, with the light positioned so as to accentuate any variations in texture. Based on the landlord's photos as well as those supplied by the tenant, I find that the paint defects are trivial and did not warrant extensive re-painting; to the extent that there are

some defects in the paint, I consider that they amount to normal wear and tear and are not compensable.

The landlords claimed for the cost to re-glaze the tub. I note that that the area of damage to the back of bathtub shown in the later photos is not visible in any of the photographs introduced to show the condition of the rental unit before the tenancy began. I find that there was a pre-existing stain to the bathtub, not caused by the tenant. If there was any further deterioration of the tub during the tenancy, then in my view it amounted to normal wear and tear. The landlord's claim for tub re-glazing is denied.

The landlords claimed an amount for increased hydro, but the electricity was included in the rent; I find that the landlords have not proven that the tenant misused the utility such that they should be entitled to claim compensation and this claim is denied.

I find that the claims not specifically addressed are without merit or they are unrecoverable because they relate to the costs of bringing this proceeding.

Conclusion

All of the landlords' claims in this proceeding are 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: June 29, 2015

Residential Tenancy Branch

