



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

The landlord applies for a monetary award for clearing and repair of the premises following the end of the tenancy.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to any of the relief requested?

### Background and Evidence

The rental unit is a two bedroom condominium apartment. The tenancy started in March 2013 under a one year fixed term tenancy agreement and then for a second one year fixed term to February 28, 2015. The tenants moved out at that time.

The monthly rent was \$1680.00. The landlord received and holds an \$800.00 security deposit. The tenancy agreement shows the tenants paid a \$40.00 key deposit. They claim that they paid an additional \$80.00 of deposit money for two more keys later in the tenancy.

The parties conducted a move-in inspection and prepared a report, submitted at hearing. The landlord and the tenant Mr. J.R. conducted a move-out inspection together on February 24, 2015 and Mr. J.R. signed it as indicating a true record of the state of the premises. The report states that the tenants authorize the landlord to retain the security deposit "with receipts."

The move-in report shows the premises to be clean and undamaged.

The move-out report shows the entry way walls and trim to be dirty, damaged and scratched, the closets to be scratched and dirty, the floor dirty and stained.

It shows the kitchen walls and trim to be scratched, the floor to be stained and dirty, a refrigerator drawer to be broken and dirty, two crispers to be broken and dirty and the freezer to be dirty.

It shows the living room walls and trim to be scratched and dirty and the floor to be dirty.

The report indicates that in the dining room the walls and trim were scratched and the floor was dirty.

It shows that in the main bedroom the walls and trim were scratched and dirty and the tile floor was dirty as well as two light bulbs missing.

The report shows that in the second bedroom the ceiling was scratched and dirty, the walls and trim were damaged and dirty, the floor was dirty, the closet was scratched and dirty and the doors were scratched and dirty.

It shows that the stand for a garden hose had been broken outside.

The landlord presented receipts showing that he'd paid \$83.98 for a new garden hose stand, \$9.42 for a bulb and stick fill coloring crayon, \$630.00 for a contractor to repair and paint the walls and \$270.00 for cleaning services, including carpet cleaning.

The tenant Ms. B.B. says the condition report is not an accurate depiction of the state of the premises at either the start or the end of the tenancy, though she admits she was not there at the move-out inspection. She says the premises were clean at move-out. She says that a garden hose stand only costs \$29.00 or \$30.00. She says the landlord said he could fix the broken fridge crispers (the landlord does not claim for these) and that she tried to settle the dispute beforehand but without success.

She also indicates that her co-tenant Mr. J.R. accidentally gave the landlord the tenants' originals of the tenant agreements and some receipts but did not get them all back.

She says that after the tenancy started she paid the landlord an additional \$80.00 in key deposit money for two additional keys.

The tenant Mr. J.R. testifies that some of the damage was reasonable wear and tear.

During the hearing it was discovered that the tenants had filed evidentiary material in response to the landlord's claim. The material was filed on Monday, July 19<sup>th</sup>. The

landlord was not given a copy of the material. I declined to admit the material on the bases that the landlord's materials had been in the tenants' hands since June 10, giving them a reasonable opportunity to file their responding material within the seven day period before the hearing prescribed by the Rules and, in any event, the material had not been given to the landlord prior to hearing.

### Analysis

The *Residential Tenancy Act* (the "Act") mandates that a landlord and a tenant conduct a move-in and move-out inspection and prepare a report. The standard report form offered by the Residential Tenancy Branch, and which was used here, has a place for a tenant to sign indicating agreement or disagreement with the state of the premises as described in it.

The reason the law requires the reports is to attempt to avoid exactly the dispute in this case. The reports, when signed by the parties, should be given very great weight as evidence of the true condition of the premises.

In this case, the fact that the tenant Ms. B.B. disagrees with the report is not sufficient ground to ignore its contents. The report has been signed by one of the co-tenant and his endorsement of its contents is binding on both.

I find that the inspection report accurately reflects the observable state of the premises at move-in and move-out.

The report substantiates that the walls were in good condition at the start of the tenancy and required significant repair from scratches at the end. It is the tenant Mr. J.R.'s allegation that much of it was "reasonable wear and tear" and for which a tenant is not responsible. He offers no corroborating evidence to support his assertion and I find he has not satisfied the initial burden of proof on him to show it.

The condition report justifies the landlord's expense of \$630.00 (the landlord does not claim for the cost of paint) and I award that amount to him.

Similarly, the report justifies a claim to clean the premises and the carpets. Given that it is two bedroom condominium, I consider the landlord's cost of \$270.00 to be reasonable and I award him that amount.

Regarding the garden hose stand, it may be that the landlord could have purchased a cheaper one. It has not been shown that the broken one was of that type. Equally, the

tenants could have replaced it at the lesser cost before the tenancy ended. They did not. I award the landlord \$83.98, as claimed, for the stand.

I award the landlord \$3.62 for the light bulb. I decline to award him anything for the “stick fill tone” as there was no evidence about that item.

The documentary evidence establishes that only \$40.00 was paid as a key deposit and I credit the tenants that amount.

### Conclusion

I grant the landlord a monetary award of \$987.60 plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$800.00 security deposit and the \$40.00 key deposit in reduction of the award. There will be a monetary order against the tenants jointly and severally for the remainder of \$197.60.

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: July 23, 2015

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Residential Tenancy Branch

