



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the landlord for monetary compensation. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and 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 April 1, 2013. Rent in the amount of \$1,450.00 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$750.00. The landlord and the tenant carried out a move-in inspection and signed the condition inspection report on March 27, 2013.

The tenancy ended on March 31, 2015. The landlord and the tenant carried out a move-out inspection on that date but the tenant did not agree with the landlord's assessment of the condition of the unit at that time.

### *Landlord's Claim*

The landlord stated that at the end of the tenancy the rental unit was dirty and damaged, and the tenants left items behind but removed some of the landlord's belongings. The landlord has claimed compensation as follows:

- 1) \$500.00 for drywall repair and painting – the landlord provided photographs showing damage on walls that required repair and painting, as well as receipts for supplies;
- 2) \$160.00 for cleaning and dumping – the landlord provided photographs of some dirty areas of the rental unit and some items that the tenants left behind;
- 3) \$40.00 for rental of carpet cleaning machine; and
- 4) \$350.00 estimated value of teak table, chairs and dining hutch removed by the tenants – the landlord stated that they took possession of these items when the previous tenants left them behind, and they offered to lend them to the tenants but did not give the items to them. The landlord stated that his wife had spent a lot of time refinishing the items.

The landlord stated that they did not claim for even half of the time they put in for cleaning, repairs and painting, and everything was like brand-new at the outset of the tenancy.

### *Tenant's Response*

In regard to the damage to walls, the tenant acknowledged that there was damage to the drywall in the downstairs room. The tenant stated that his unit was broken into during the tenancy and “the home was absolutely destroyed as a result,” so it was hard to say if some of the damage on the walls was as a result of the break-in. The tenant stated that the paint chipping was normal wear and tear.

The tenant stated that they had the house professionally cleaned but they did miss a few things, and a few things were left in the carport.

The tenant stated that the landlord told the tenants that they were “more than welcome to have” the table and chairs, and “[the landlord] didn't know why the previous tenants didn't take [them].”

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the landlord is entitled to all of their claim, except for the amount claimed for the table, chairs and hutch.

The landlord provided clear evidence of the damaged and dirty areas of the unit, as well as where the tenant left numerous items behind. I find that the landlord also made reasonable claims for the costs of labour. The tenant acknowledged at least part of the damage. As noted by the landlord in the hearing, if there was damage done to the unit as a result of a break-in, any insurance the tenant had should have covered those costs.

I find there is insufficient evidence from either party to determine if the landlord loaned the tenants the teak furniture or gave it to them. The landlord, as applicant, has the burden of proof to establish their claim, and they did not establish on a balance of probabilities that they only loaned the furniture to the tenants. I therefore dismiss this part of the landlord's claim.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$750.00. I order that the landlord retain the security deposit of \$750.00 in full satisfaction of this amount.

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: October 6, 2015

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Residential Tenancy Branch

