



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was originally convened on December 8, 2015. However, due to technical problems the parties were not connected and the hearing was not held. The parties agreed to the date of December 17, 2015 to reconvene and the hearing was completed on that date.

The tenant had submitted a "thumb drive" containing several photographs of the rental unit. She states that she had served this by regular mail to the landlord on July 3, 2015.

The landlord testified that they have a policy of not accepting "thumb drives" and if they had received one, they would have returned to the tenant and made a notation on the file. The landlord states there is no notation on the file that one was ever received.

When a party to dispute resolution submits evidence in a digital format they are required to complete a document entitled "Digital Evidence Details". A portion of this form asks party to confirm one of two distinct statements regarding the other parties ability to view the digital evidence.

These statements are as follows:

1. I have confirmed that the other party was able to see/hear the evidence on this digital device;
2. I will confirm before the hearing that the other party was able to see/hear the evidence on this digital device for at least seven full days.

In this case the tenant indicated that she had both confirmed that they could see the evidence and that she was going to confirm that they could see. I find that by checking off both statements I cannot rely on the tenant's submissions that she had or that she was going to confirm.

Further, in light of the landlord's testimony regarding their return policy of thumb drives, I find the tenant had failed to serve the digital evidence to the landlord or confirm if the landlord could view it.

As a result, I find that I cannot consider the tenant's digital evidence at all.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on August 1, 2013 for a month to month tenancy beginning on August 1, 2013 for a monthly rent of \$850.00 due on the 1st of each month with a security deposit of \$425.00 and a pet damage deposit of \$425.00 paid. The tenancy ended on May 5, 2015.

The parties agreed the tenants provided their forwarding address in writing on June 18, 2015 and the landlord submitted their Application for Dispute Resolution on June 29, 2015 seeking to claim against the deposits.

The landlord seeks compensation for repairs and cleaning that was required at the end of the tenancy as follows:

Description	Amount
Cleaning – 10 hours plus supplies	\$437.50
Carpet cleaning	\$156.45
Refuse removal – 4 hours	\$220.00
Drywall repair (3 hours) and patch painting (4 hours) plus painting and drywall supplies	\$505.00
Door repair labour and parts	\$216.74
Lock change	\$42.03
NSF Fee	\$18.00
Batteries (smoke detector)	\$10.00
Light bulbs	\$3.90
Curtain replacement	\$38.06
Blind replacement	\$54.03
Total	\$1,701.71

The tenant agreed to the following charges: the NSF fees; repairs to one door; lock change; carpet cleaning; and curtain and blind charges.

In support of their claim the landlord has submitted into evidence a copy of a Condition Inspection Report completed with both the move in and move out conditions recorded. I note that the tenant signed this document stating, at the end of the tenancy, that she did not agree that the report fairly represents the condition of the rental unit for the following reasons: "due for a painting anyway."

The landlord has also submitted invoices for the items claimed.

The tenant submits that the refuse that had been in the yard was related to fencers who were completing new fencing in the complex and that the fences had been removed from her area. In relation to dog feces the tenant submits that because the fence was down it was other dogs in the area and not hers that had left the feces. The tenant also disputes that she had left any large furniture items to be removed as claimed by the landlord.

Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's documentary submissions I find the landlord has provided sufficient evidence to establish that the tenants failed to meet their obligations under Section 37 of the *Act*.

As I found the tenants' digital evidence was not served on the landlord above, I note that the only relevant evidence submitted regarding the tenants' position on the condition at the end of the tenancy was the female tenant's signature on the Condition Inspection Report.

As such, I find that at the time of the inspection the only thing the tenant disagreed with was the landlord's indication of painting being required. Therefore, I find there is no evidence before me that would negate the tenant's agreement that they were responsible for all of the other damage and cleaning outlined in the Condition Inspection Report.

As to the issue of painting, I accept the landlord was not claiming for a complete repainting of the rental but rather only the painting that was required to complete the drywall and door repairs.

Based on all of the above, I find the landlord has provided sufficient evidence to establish the claim in full.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,751.71** comprised of \$1,751.71 repairs and cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$850.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$901.71**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 23, 2015

Residential Tenancy Branch

