



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's application: MND, MNR, MNSD, FF

Tenants' application: MNSD, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The hearing was conducted by conference call. The landlord and her agent called in and participated in the hearing. The tenants called in and took part in the hearing. The landlord and the tenants submitted documentary and photographic evidence before the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Are the tenants entitled to the return of their security deposit including double the amount?

Background and Evidence

The rental unit is a residence in Chilliwack. The tenancy began April 1, 2013 for a one year fixed term and thereafter month to month, with rent in the amount of \$1,500.00 payable on the first of each month. The tenants paid a security deposit of \$750.00 and a pet deposit of \$750.00 at the start of the tenancy. The tenancy ended at the end of April, 2015, but the tenants did not move out until May 1st. The parties performed a move-out inspection of the rental unit on May 4, 2015.

The landlord said that she spoke to the tenant in April to remind her to steam clean the carpets before she moved out. According to the landlord, the tenant told her to deduct the cost from her security deposit and she also said that the tenant told her to deduct the final bill from the City of Chilliwack for water, sewer and garbage.

The landlord claimed the following amounts:

• City of Chilliwack utility bill:	\$144.05
• Verbal quote for cleaning 6 hours X 105 per hour for 2 people, bonded and insured:	\$630.00
• Additional cleaning 1 hr @ \$105.00 per hour:	\$105.00
• Garage sweeping, pressure washing, garbage removal:	\$150.00
• Lawn not mowed prior to tenant leaving:	\$75.00
• Removal of grass clippings piled against fence:	\$50.00
• Steam clean sanitize carpet throughout house	\$463.05
• Replace broken dining room light fixture:	\$200.00
• 3 Broken tiles cost to remove and repair window sills:	\$250.00
• Take down wash 12 curtains, clean rehang kitchen blind:	\$150.00
• Hole in wall at back entry:	\$100.00
• Repair damage to wall in upstairs hall and door jamb:	\$100.00
• Replace oak door to MBR	\$200.00
• Replace bathroom oak door (hole covered by plastic tile):	\$200.00
• Replace screen in patio door, south family room:	\$100.00
• Restore newel post to remove carved initials:	\$200.00
• Replace cracked stained glass in door or replace door whichever is least expensive:	\$400.00
• Replace carpet in dining area:	\$2,486.38
• Cost of pictures & filing fee:	\$74.77
• Cost of rent for May 1 st :	\$48.38
 Total:	 \$6008.25.

The landlord submitted pictures of the rental unit to show damage and what was alleged to be dirt and lack of proper cleaning by the tenants. The landlord did not provide any invoices, quotes or estimates to substantiate any of the amounts claimed, save for a bill from the City of Chilliwack.

The tenants disputed substantially all of the landlord's claims. The tenants took part in a move out inspection, but did not agree with the landlord's statement of the condition of the rental unit at the end of the tenancy. The tenants did not dispute the utility bill, but testified that most of the items of damage claimed by the landlord were pre-existing. The tenant alleged that the landlord created some of the damage herself. The tenant said that initials carved into a newel post had been done by the landlord and blamed on

the tenant's son. The tenants requested the return of their security deposit and pet deposit including double the amount of the deposits.

Analysis

The landlord applied for dispute resolution seeking a monetary award and an order to retain the security deposit and pet deposit within 15 days of the end of tenancy. Therefore there is no basis for a claim by the tenants for the return of double the amount of the deposits.

The landlord claimed an amount exceeding \$6,000.00, but apart from a utility bill, she has provided no invoices, receipts or estimates for any of the amounts claimed. The landlord provided numerous photographs of the rental unit; based on the supplied photographs, I am satisfied that the tenants caused significant damage to the rental unit; I found that the tenants' denials that they caused any of the damage were not credible. Their testimony that the landlord damaged her own property for unexplained reasons causes me to question the veracity of their evidence and I accept and prefer the landlord's testimony and documentary evidence that most of the damage depicted in photographs was caused by the tenants, their family members or pets.

I note in particular initials carved on the newel post, stained and damaged carpets, attributed to the tenants' dog, drywall damage, a broken stained glass window in the door, another damaged door, a broken light fixture and the failure to perform basic cleaning, including carpet cleaning when the tenancy ended.

I find that the landlord has proved that the tenants caused damage to the rental unit for which they are responsible. The landlord has the burden of providing documents to support the monetary amounts that she has claimed. She has failed to provide that evidence apart from an invoice in support of her claim for utilities in the amount of \$174.05. I must, however, take into account the fact that the landlord has proved that the tenants caused actual and substantial damage to the rental unit. Based on the testimony and the photographic evidence supplied, I find that it is more than likely that the cost to clean and repair the rental unit will exceed the amount of the tenants' security deposit and pet deposit by a substantial margin. I have therefore decided that the landlord is entitled to a global award for all the damages claimed for repairs and cleaning and for utilities in the amount of the deposits held by the landlord, namely: the sum of \$1,500.00. All other claims by the landlord exceeding the amount of \$1,500.00 are dismissed without leave to reapply.

Conclusion

I have awarded the landlord the sum of \$1,500.00. Because the landlord failed to provide evidence to support her claim in the amount sought, I decline to award the recovery of the filing fee for her application. I order that the landlord retain the deposits that she holds in full and final satisfaction of this award. The tenants' application for the return of their security deposit and pet deposit, including double the amount of the deposits is 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: December 1, 2015

Residential Tenancy Branch

