



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associated Property Management (2001) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed 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 November 1, 2014. The landlord collected from the tenant a security deposit of \$1,150.00 and a pet deposit of \$1,150.00. At the outset of the tenancy, the landlord and the tenant carried out a move-in inspection and completed a condition inspection report.

The tenancy ended on June 30, 2015. On that date the landlord and the tenant carried out a move-out inspection and the tenant signed the condition inspection report, indicating that the landlord could retain \$200.00 from the deposits for cleaning and \$20.00 for light bulbs.

Landlord's Claim

The landlord claimed \$3,000.00 in monetary compensation but did not complete a monetary order worksheet or provide a detailed breakdown of their claim. The landlord stated that the tenant had stained the carpets in the rental unit and the stains could not be removed, so the carpet has to be replaced. The landlord stated that the tenant damaged a window screen that needs to be replaced. The landlord stated that the tracking system on the master bedroom closet was broken, the thermostat needle was missing and a lever for the fireplace was broken.

In support of their claim, the landlord submitted photographs of the thermostat, light bulbs without a light cover, a damaged window screen and some close-up photographs of light stains on a carpet; as well as receipts and invoices for cleaning, carpet replacement, screen replacement and tracking repairs.

Tenant's Response

The tenant stated that he did not know how old the carpets were and he did not believe he was responsible for the stain. The tenant stated that the screen was not inspected at move-in, he never opened that window and the damage looks pretty minor. The tenant stated that the closet door tracks were damaged prior to the tenancy and he knew the landlord was planning to renovate so he left it. The tenant stated that he emailed the landlord within 72 hours of moving into the unit, because the fireplace was not working.

The tenant confirmed that he agreed to allow the landlord to keep \$200.00 from the deposits for additional cleaning.

Analysis

I find that the landlord has failed to provide sufficient evidence to support most of their claim. The landlord did not provide ages of the carpet or other items so that depreciation could be calculated. The landlord did not provide a specific breakdown of each of the items claimed. The landlord did not provide clear evidence regarding replacement of light bulbs. I therefore find that the landlord is only entitled to \$200.00 for additional cleaning, as acknowledged by the tenant in the hearing.

As the landlord's application was mostly unsuccessful, I find they are not entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$200.00. The remainder of the landlord's claim is dismissed.

I grant the tenant an order under section 67 for the balance of the deposits, in the amount of \$2,100.00. This order may be filed in the Small Claims Court and 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 31, 2015

Residential Tenancy Branch

