



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, MNDC, FF

Introduction

This was an application by the landlord for a monetary order and to retain the deposits of the tenancy in satisfaction of the claim, as well as to recover the filing fee. The hearing was conducted by conference call.

The landlord's 3 representatives participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail. The landlord provided proof of mail registration including the tracking numbers for the original notice of hearing and application as well as the landlord's subsequent amended application. The landlord testified both items also included the landlord's evidence. The landlord informed that all registered mail was returned to the landlord as unclaimed. I accept the tenant was served in accordance with the Act pursuant to Section 89. The hearing proceeded on the merits of the landlord's claim.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started January 01, 2014 and ended July 31, 2015. Rent payable was \$900 per month. At the outset of the tenancy the landlord collected a security deposit and a pet damage deposit of \$450.00 respectively for a sum of \$900.00. At the end of the tenancy the landlord and tenant conducted an inspection and the landlord completed a condition inspection

report (CIR) - submitted into evidence. The submitted CIR report is signed by the landlord and the tenant. By their ancillary signature to the *move-out* inspection portion of the report, the tenant indicates they *do not agree* the report fairly represents the condition of the unit. In addition, the tenant has written, "this house was a disaster when I moved in" – as written.

The landlord claims the tenant caused *damage* to the rental unit requiring remediation of cleaning and disposal of the tenant's cast-offs left in the unit. The landlord claims the tenant also left 2 damaged electrical wall switches, damaged baseboards, and the yard of the residential property with holes, purported to have been caused by the landlord's pet(s). The landlord claimed:

- Cleaning costs (6 hours) \$210.00,
- Refuse removal (7 hours) \$385.00,
- Yard remediation / pet damage (2.5 hours) \$137.50
- Electrical repairs (.5 hours) \$37.50
- Painting of trim/baseboards (.5 hours) \$27.50
- Cleaning supplies \$13.16

For a total claim of \$810.66.

The landlord relied on their evidence: the CIR, testimony in support to the items identified in the CIR, a receipt for cleaning supplies, and a payroll ledger or timesheet identifying the tenant's suite number associated with the charge rate for the above listed work. The landlord did not advance photographs from the move out inspection as stated they would do in their application for dispute resolution, and did not claim to have provided same in the hearing.

The hearing identified discrepancies in the CIR. It was identified to the landlord that a large majority of the *move-in* categories in the CIR stated deficiencies, such as holes, scratches, scuffs, chips, and nicks. It was further identified to the landlord that a large majority of the *move-out* categories in the CIR were coded as "normal wear and tear" or 'W'. The kitchen woodwork and 6 appliances were the only items requiring cleaning or "C". The report also stated, "lots of refuse in basement" and, "pet damage-massive holes in yard".

Analysis

An applicant is responsible to prove their claim on application. On the evidence, and on balance of probabilities I accept the landlord's undisputed testimony and undisputed documentary evidence submitted as establishing portions of the landlord's claims.

It was available to the landlord to provide photographs of the end of tenancy inspection as promised in their application, but did not. **Section 21** of the Residential Tenancy Regulations guides me to assign evidentiary weight to the landlord's CIR unless there is evidence to the contrary. On preponderance of the landlord's submitted evidence the claim for refuse removal seems extravagant and does not make sense. I find the landlord's reliance on their stated, "lots of refuse in basement", insufficient to support a claim of 7 hours work / \$385.00. As a result, I grant the landlord compensation for refuse removal in the nominal amount of **\$100.00**.

On balance of probabilities, I accept the landlord's submitted claim to clean 6 appliances and the kitchen as reasonable. As a result, I grant the landlord compensation for cleaning in the claimed amount of **\$210.00**.

On balance of probabilities, I accept the landlord's submitted claim to remediate the yard due to pet damage as reasonable. As a result, I grant the landlord compensation for yard remediation in the claimed amount of **\$137.50**.

As identified in the CIR, I accept the landlord's claim for electrical repairs in the amount of **\$37.50**. As well I accept the landlord's claim for cleaning supplies of **\$13.16**.

As the landlord has identified most, if not all other conditions in the rental unit as "normal wear and tear", I must **dismiss** the landlord's claim for painting.

The landlord is entitled to recover the \$50.00 filing fee paid for their application. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Cleaning	\$210.00
Refuse removal	\$100.00
Yard remediation	\$137.50
Electrical repairs	\$37.50
Cleaning supplies	\$13.16
Painting	\$0

RTB filing fee	\$50.00
total monetary award to landlord	\$548.16
<i>Less Tenant's Deposits in trust</i>	<i>(-\$900.00)</i>
Monetary Order to tenant	\$351.84

Conclusion

I Order the landlord may retain \$548.16 from the tenants' deposits in full satisfaction of their claim and that they must return to the tenant the balance of the tenant's deposits in the amount of \$351.84, forthwith. The tenant is given an Order under Section 67 of the Act for the amount of **\$351.84**. If necessary, this Order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: February 03, 2016

Residential Tenancy Branch

