Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was held over two dates to deal with monetary cross applications filed by each party, as amended. The landlord applied for a Monetary Order for damage to the rental unit or property; damage or loss under the Act, regulations or tenancy agreement; and authorization to retain the security deposit and pet damage deposit. The tenants applied for a Monetary Order for return of double the security deposit and pet damage deposit; and, other damage or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The landlord had her son with her at the start of the first hearing. The landlord indicated that his presence was for the purpose of being called as a witness. I obtained his telephone number and excluded him from the proceeding until such time he was called to testify. The landlord did not call him to testify during the hearing.

Issue(s) to be Decided

1. Has the landlord established an entitlement to recover the amounts claimed against the tenants, as amended?
2. Have the tenants established an entitled to doubling of their deposits and recovery of other damages or loss as claimed?
3. Disposition of the security deposit and pet damage deposit.

Background and Evidence

The one year fixed term tenancy commenced February 26, 2015 and was set to expire February 28, 2016. The tenants paid a security deposit of $1,050.00 and a pet damage

deposit of $1,050.00. The tenants were required to pay rent of $2,100.00 on the first day of every month.

A move-in inspection report was prepared and signed by the parties although the tenants claim they did not receive a copy of it until they were served with documents for this proceeding. The landlord claims to have mailed the move-in inspection report to the tenants on March 7, 2015.

The tenants vacated the rental unit on June 30, 2015. The female tenant returned her keys to the property at the end June 2015 and the remaining keys that had been in the male tenant's possession were returned on July 5, 2015.

The parties participated in a move-out inspection together on July 5, 2015. The landlord also took photographs of the rental unit on July 5, 2015 to document its condition. The tenants indicated on the move-out inspection report that they did not agree with the landlord's assessment of the property.

The landlord submitted that later on July 5, 2015 the landlord conducted a move-in inspection with the incoming tenant and that the landlord noted additional damage on the incoming tenant's move-in inspection report that had not been observed or noted on the subject tenants' move-out inspection report.

The incoming tenant did not take possession of the unit until July 10, 2015 but paid the landlord the full monthly rent for July 2015.

I was provided a considerable amount of verbal testimony from both parties and documentary and photographic evidence with respect to the claims before me. I have considered all of the relevant submissions. However, with a view to brevity I have only summarized the respective claims before me.

Landlord's monetary claims

1. Banking costs $77.26

At the start of the tenancy the tenants provided post-dated rent cheques to the landlord for the duration of their fixed term tenancy. Since the landlord works on a ship much of the time she gave the cheques to her bank which in term would deposit them when they became payable. Since the tenants ended their tenancy early the landlord had to request that the bank retrieve the cheques for July 2015 through January 2016. The bank was unable to retrieve the July 2015 cheque before an attempt was made to cash

it and since the tenants had put a stop payment on that cheque the landlord was charged a fee of $7.00. The landlord seeks to recover the cost of the stop payment fee from the tenants.

The landlord also seeks to recover $30.26 for mileage to travel to and from her bank to try to retrieve the tenant's post-dated cheques on three occasions and then delivering them to the tenants.

In addition, the landlord submitted that her bank charges $5.00 for accepting and then depositing post-dated cheques when they become payable. The landlord was willing to accept the cost of this service while the tenancy was in effect but seeks to recover $40.00 for the eight months after the tenancy ended.

The tenants were not agreeable to compensating the landlord for any of the bank charges or mileage for travelling to her bank she is claiming against them. The tenants submitted that the landlord was obligated to return their post-dated cheques to them at the end of the tenancy and since she could not retrieve the July 2015 cheque in time they put a stop payment on the cheque. The tenants also pointed out that the $5.00 service fee the landlord is seeking for eight months is not supported by evidence to show she was actually charged that service fee. The tenants pointed out that the landlord only provided a copy of her bank's fee schedule and submitted that banks often waive or reverse fees.

The parties were in dispute as to which party initially proposed or wanted to use post-dated cheques. I did not find this dispute particularly relevant since it is apparent that ultimately both parties agreed to use this method of payment.

2. Carpet cleaning $141.75

The landlord submitted that the tenants had three pets in the rental unit and that she paid carpet cleaners to clean the carpets after the tenants vacated.

The tenants submitted that the carpets were not cleaned when they moved in. The tenants claim the carpeting smelled and had some pre-existing stains at the start of the tenancy. The tenants point out the landlord produced an invoice for the amount claimed but no proof of payment was provided. The tenants were also of the position the amount claimed to be high.

The landlord denied that the carpets were dirty at the time of move-in and acknowledged a few pre-existing stains.

3. House cleaning $120.00

The landlord submitted that the tenants did not leave the rental unit sufficiently clean at the end of the tenancy. The landlord explained that the new tenants complained about the level of cleanliness and a cleaner was chosen by the new tenant. The landlord produced a receipt for the payment of $120.00 to the cleaner.

The tenants submitted that they had a house cleaner come in at the end of the tenancy and that when the landlord expressed dissatisfaction with the level of cleanliness after they had moved out they offered to send their cleaner back to the house and the landlord did not respond to their offer. The tenants questioned the veracity of the landlord's proof of payment.

The landlord acknowledged that she did not respond to the tenants' offer to send their cleaner back to the house, explaining that she felt the male tenant had been abusive toward her at the move-out inspection and in the days that followed shortly afterward when he came looking for the security deposit. The male tenant denied being abusive.

4. Broken bedroom blind $78.17

The landlord submitted that the blind in one of the bedrooms was damaged with teeth marks and the pull tabs were removed. The blind was new in February 2015 and cost $73.91 to replace. The landlord seeks to recover the replacement cost and also seeks to recover $4.26 for mileage to purchase the replacement blind.

The tenants stated that they did not pay particular attention to the condition of the blind when they participated in the move-in inspection.

5. Light bulbs and electrical repair $80.23

The landlord submits that three light bulbs were burned out or missing at the end of the tenancy and had to be replaced at a cost of $28.95. The landlord seeks to recover this amount plus $7.28 in mileage to purchase new light bulbs. In addition, the housing for the entry light bulb had been dislodged and had to be repaired by her electrician who was at the property performing other work. The landlord seeks to recover $44.00 for the work done by the electrician to repair the entry light fixture. The landlord submitted that the electrician charges $99.00 for his first hour and $77.00 for subsequent hours, for an average of $88.00, and the repair took 30 minutes.

The tenants denied bumping into the entry light. The tenants questioned whether the landlord paid the electrician for working on the entry light. The tenants were also of the position the cost of the light bulbs was excessive.

The landlord responded by stating that the light bulbs that required replacement are not available in department stores and that they had to be purchased from a lighting store.

6. Screen door replacement $218.99

The landlord submitted that the screen door would not close properly and that the bottom part of the door was broken and bent. The screen door was located upstairs and was approximately two years old. The landlord tried to find a replacement door at a home improvement store but they were not in stock. The landlord ended up going to a glass replacement store to purchase a new door at a cost of $208.69. The landlord also seeks to recover mileage of $10.30 for multiple trips to the home improvement store and the glass store.

The tenants submitted that the condition inspection report is silent with respect to the screen door and that the door was challenging to open from the start of the tenancy. In fact, the landlord even provided them with lubricant for the door. The landlord responded by stating the tenants are referring to the basement screen door which is not part of this claim.

The tenants denied breaking the upstairs screen door and suggested it may have been damaged after they moved out. The tenants questioned the age of the door and were of the position the claim is excessive.

7. Broken bi-fold closet door track $14.47

The landlord submitted that the bi-fold door would not close properly and that the track had been bent. The landlord purchased a new track at a cost of $9.79 and seeks to recover this cost plus mileage of $4.68 to purchase the new track.

The tenants submitted that the condition inspection report was silent with respect to the bi-fold door and that it was working at the end of the tenancy.

8. Unpaid utilities $64.26

The landlord submitted that the tenants were responsible for paying for water and garbage removal at the property. The utilities are billed to the landlord using the rental

unit address. The tenants did not pay the bill that included charges for June 2015. The landlord pro-rated the bill and seeks to recover $50.74 for the month of June 2015. The landlord also seeks $13.52 for mileage because she had to travel to the City to obtain a copy of the bill.

The tenants were agreeable to paying the utility cost for June 2015 but not the mileage.

9. Dead grass $300.00

The landlord submitted that at the start of the tenancy the grass was green and lush and that at the end of the tenancy there were dead patches and some areas where the soil was exposed. The landlord submitted that the property has a sprinkler system and the tenants were advised to water the lawn if the weather became dry. The landlord suspects the damage is the result of the tenants' failure to water the lawn, the tenants' dogs, and having a trampoline. The landlord obtained an estimate of $300.00 to repair the back lawn.

The tenants pointed out that the landlord provided lawn care under their terms of tenancy. The tenants submitted that there were drought conditions in the summer of 2015 and severe watering restrictions were in place. They hand watered plants as permitted under the watering restrictions. The tenants submitted that all other properties in the area had lawn looking scorched from the drought conditions.

The tenants acknowledged that they had a trampoline but claim they moved it around periodically as did the landlord's gardeners.

The tenants questioned as to whether the bare spots in the lawn are the result of big trees.

The tenants pointed out that the landlord did not submit proof that she suffered a loss of $300.00 as claimed.

10. Toilet repair $199.00

The landlord submitted that the toilet in the ensuite bathroom had been knocked loose from its base and there was an odour of sewer. It was determined that one of the bolts at the base of the toilet was missing and the tenants did not notify the landlord of this issue. The landlord submitted that the toilet was approximately 8 years old and that the floor was older than that. The landlord had a plumber attend the property to lift and

reset the toilet. The plumber's bill also indicates the plumber did a camera inspection of the whole sewer. The cost of these services was $199.00.

The tenants submitted that they were unaware of an issue with the toilet as they did not notice that it was loose and they claim there was no odour of sewer. They also stated that they did not inspect the toilet at the start of the tenancy. Further, the plumber's invoice includes other services for which they are not responsible.

11. Broken sprinkler heads $40.00

The landlord submitted that the sprinkler heads along the driveway were broken off, most likely driven over, and then discarded. The landlord explained the last time the sprinklers were operational before the tenancy started was November 2014 when she winterized the system. The landlord lived at the property until the tenancy started. The landlord submits that she would not have thrown the sprinkler heads away if they had been broken while she lived there. Since the sprinkler heads were discarded she is of the position the tenants broke the sprinkler heads.

The tenants submitted that at the start of the tenancy one sprinkler head was already in the garage. The tenants also stated that the sprinkler heads were not inspected at the move-in inspection. The tenants stated they were unaware that they broke any sprinkler heads and submit that they could have been broken by other people, including the landlord's gardeners.

12. Damaged baseboard $224.80

The landlord submitted that the tenants damaged the baseboard in the hallway and master bedroom. The landlord obtained an estimate to repair the 16 feet that needs replacement. One contractor quoted a minimum charge of $180.00 for his labour. The landlord seeks to recover this amount plus the estimated cost of $2.80 per linear foot of baseboard.

The tenants submit that the landlord took multiple pictures of a small amount of damage and that the affected area is not 16 feet long. The tenants point out that the landlord has not made the repairs and that her claim is high. Further, there is no mention of the damage on the move-out inspection report.

Tenants' monetary claims

1. Double security deposit and pet damage deposit $4,200.00

The tenants seek return of double the security deposit and pet damage deposit. The tenants raised the following arguments in support of their claim:

- They were not provided a copy of the move-in inspection report within the time limit for doing so.
- The tenants provided their forwarding address June 24, 2015 via email which was the ordinary way to communicate between the parties.
- The landlord did not give the tenants a copy of the move-out inspection report at the time of the move-out inspection. Rather it was received approximately 15 days later.
- The landlord did not present conclusive evidence that their pets caused damage to the property.

In response, the landlord stated:

- That she mailed the move-in inspection to the tenants on March 7, 2015 as she considered the start of the tenancy to be March 1, 2015 rather than February 26, 2015 when they were given early occupancy.
- The landlord did not consider an email to meet the tenant's obligation to give her a forwarding address, in writing.
- In any event she filed her Application claiming against the deposits on July 14, 2015 which is within the time limit filing a claim against the deposits.
- The landlord was of the position that there was pet damage including urine on the carpeting and damage to the grass in the backyard.

2. Stop payment fee $12.50

The tenants submitted that since the landlord could not retrieve their post-dated cheques they put a stop payment on their July 2015 cheque at a cost of $12.50.

The landlord responded by stating that she tried to retrieve the post-dated cheques multiple times in June 2015 but that the cheques were no longer local and took some time to retrieve. The landlord stated that had the July 2015 cheque cleared she would have refunded the rent to the tenants.

Analysis

Upon consideration of everything presented to me, I provide the following findings and reasons with respect to each application.

Burden of Proof

A party that makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The burden of proof is based on the balance of probabilities. It is important to note that where one party provides a version of events in one way, and the other party provides another equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Evidentiary value of Condition Inspection Reports

Condition inspection reports are required to be completed under the Act so as to provide a comparison of the property at the beginning and end of the tenancy so that disputes are avoided. Section 21 of the Residential Tenancy Regulations provide that "In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary." In this case, the landlord prepared a condition inspection report at the beginning and end of the tenancy and I was not presented evidence that it was not completed in accordance with the Regulations. Rather, the tenants disagreed with the landlord's assessment of the property at the end of the tenancy and it would appear that the landlord also disagreed with her own assessment since she purportedly discovered more damage after the inspection was completed with the tenants. If in fact the landlord found more damage that should have been readily apparent upon a reasonable inspection then the thoroughness and accuracy of the landlord's assessment of the property during the

move-in inspection would be brought into question. Yet, the landlord seeks to rely upon her assessment during the move-in inspection.

While latent defects may be difficult to determine during an inspection I note that all of the damages claimed by the landlord are not latent and should be apparent by exercising due diligence and conducting a reasonable inspection. I also find it difficult to accept that the landlord would notice teeth marks on a single slat of a bedroom blind during the move-out inspection but fail to notice a bent screen door, a closet door that would not close properly, and a cock-eyed toilet with the smell of sewage in the bathroom if in fact these deficiencies were present during the move-out inspection.

In light of the above, I having given the condition inspection reports the most evidentiary weight as to the condition of the rental unit at the start and end of the tenancy, having regard for the tenant's disagreement, but most importantly I have given little evidentiary weight to evidence pointing to additional damage discovered at a later time by the landlord while the tenants were not present.

Landlord's application

1. Bank fees

I find the landlord is not entitled to recover the bank fees and mileage to travel to her bank that she has claimed against the tenants for the following reasons.

Firstly, the landlord did not sufficiently prove that she was charged $40.00 by her bank for the post-dated cheques that were not deposited between July 2015 and February 2016. I find the bank's fee schedule is not sufficient considering the cheques for these months were not cleared and the landlord did not provide copies of bank statements to demonstrate the fees were actually charged to her.
Secondly, I deny her request for mileage to retrieve the post-dated cheques since it was her decision to give the bank all of the post-dated cheques because she works on a ship and she was obligated under standard term 7. 4) of the tenancy agreement to return the post-dated cheques to the tenants. Standard term 7. 4) provides that "the landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord." I find the landlord not entitled to recover costs associated with her obligations under the tenancy agreement.

Finally, the stop payment was placed on the July 2015 cheque because it could not be retrieved from the bank before it was processed and as I stated previously it was the

landlord's decision to give all of the post-dated cheques to her bank due to her employment situation and the landlord's obligation to return post-dated cheques at the end of the tenancy.

2. Carpet cleaning

The Act requires that a tenant leave the rental unit "reasonably clean" at the end of the tenancy. There is no exemption from this requirement under the Act. Accordingly, I find it reasonable to expect that where a rental unit is dirty at the start of the tenancy the tenants are expected to raise that issue with the landlord at that time and not wait until the end of the tenancy to raise it as a reason for not leaving the rental unit reasonably clean. Therefore, I reject the tenant's position that the carpets smelled and had pre-existing stains at the start of the tenancy as a reason for not cleaning the carpets.

Residential Tenancy Policy Guideline 1 provides policy statements with respect to meeting the obligation to leave the rental unit reasonably clean at the end of the tenancy. The policy guideline provides that tenants are generally held responsible for having the carpets cleaned at the end of the tenancy where they had uncaged animals in the rental unit, regardless of the length of the tenancy.

In this case, it was undisputed that the tenants had multiple pets in the rental unit during their tenancy and I find they are obligated to have the carpets cleaned. Since they did not I find the landlord entitled to recover carpet cleaning costs from the tenants. I am satisfied that the amount claimed by the landlord is reasonable and sufficiently supported by an invoice. Therefore, I grant the landlord's request to recover $141.15 from the tenants.

3. House cleaning

At stated previously, a tenant has the obligation to leave a rental unit "reasonably clean" at the end of the tenancy. This is a lesser standard than perfectly or impeccably clean. As such, where a landlord or an incoming tenant seeks to have a rental unit cleaner than "reasonably clean" the cost to achieve this higher standard of cleanliness is not attributable to the outgoing tenant.

The move-out inspection report indicates the landlord noted a dirty microwave, a dirty vacuum holder, and the basement floor was dirty. The landlord submits that after the move-out inspection report was completed the landlord determined the flooring was also very dirty. The landlord also included pictures of dirty window screens yet it is the move-in inspection report that reflects dirty window screens. The new tenants arranged

for a cleaner come in and on July 8, 2015 and their cleaner produced a statement as to the level of dirt. I have not considered the landlord's submissions as to the dirt discovered after the move-out inspection report was prepared as it is possible the dirt came to be after the tenants gave up possession of the rental unit. Accordingly, I only consider the landlord's submissions, as provided on the move-out inspection report.

Since the landlord is claiming $120.00 which is the amount the cleaners attending the property on July 8, 2015 charged and the landlord acknowledged she is a perfectionist during the hearing, I find the request to recover the entire $120.00 from the tenants to be unreasonable.

The tenants pointed out that their cleaner would have returned to the property which appears to acknowledge that some additional cleaning was required. I find the landlord not obligated to permit the tenant's cleaner back into the house to perform more cleaning. Rather, cleaning to be performed by the tenant is to be accomplished before they return possession of the house to the landlord.

In light of all of the above considerations I find it appropriate to award the landlord a nominal award of $50.00 for the items identified on the move-out inspection report.

4. Damaged blind

Upon review of the receipts and photographs provided by the landlord, coupled with the condition inspection reports, I find there is sufficient evidence to satisfy me that the bedroom had a new blind at the start of the tenancy and that it was damaged at the end of the tenancy. It is important to note that the condition inspection reports are intended for both parties to note the condition of the property and if the tenants chose not to pay sufficient attention to items at the start of the tenancy they must bear the burden of their decision. Their lack of attention at the move-in inspection does not give me sufficient reason to doubt that the blind was not new and in good condition at the start of the tenancy. Therefore, I grant the landlord's request to recover $78.17 from the tenants to replace the bedroom blind.

5. Light bulbs and electrical repair

Residential Tenancy Policy Guideline 1 provides that tenants are generally responsible for replacing light bulbs that burn out during their tenancy. It was undisputed that there were burned out light bulbs at the end of the tenancy and I find the landlord entitled to recover the cost of replacement. I reject the tenant's position that the replacement cost is too high as I find the landlord provided a reasonable explanation that certain bulbs

are more expensive depending on the type of light fixture and the tenants could have undertaken this task themselves but they chose to leave it to the landlord to rectify. Therefore, I award the landlord $36.23 as requested.

Upon review of the electrician's invoice I note that the electrician detailed the work he performed and the associated cost to the landlord. There is no mention on the invoice that the electrician repaired the entry light and if he did that there was a charge to the landlord for this service. Therefore, I am unsatisfied that the landlord incurred a loss due to a displaced housing on the entry light fixture and I deny this portion of the landlord's claim.

6. Screen door

The landlord provided photographs of a broken screen door and an estimate for a new one; however, the tenants denied breaking the screen door and when I look at the move-out inspection report there is no mention that it is broken. Therefore, I find the landlord's to be insufficient to satisfy me that the tenants are responsible for breaking the screen door and I dismiss this portion of the landlord's claim.

7. Bi-fold closet track

As with the screen door, I was provided photographs of a damaged track and a receipt for a new track; however, the tenants denied responsibility for this damage and I note that the move-out inspection report makes no mention of damage to the bi-fold door. Therefore, I find the landlord's evidence is insufficient to satisfy me that the tenants are responsible for this damage and I dismiss this portion of the landlord's claim.

8. Utilities

The landlord claimed and the tenants agreed to pay $50.74 for utilities and I award this amount to the landlord.

I deny the landlord's request for mileage to go to the City to retrieve a copy of the bill since the utilities remained in her name and she did not change her mailing address with the City.

9. Dead grass

The landlord's photographs show grass that is very green although I was not provided a date as to when the photographs was taken, only that it was taken before the tenant's

moved in, which was February 26, 2015. The landlord also submitted that when the tenants took possession of the property the lawn was green and lush. The landlord's photographs also show lawn that is very brown after the tenancy ended. Presumably, these photographs were taken in July 2015 when the landlord was taking other photographs submitted as evidence for this proceeding. The tenants submitted that there were severe watering restrictions in place at the end of the tenancy and I accept that position as it would appear the landlord acknowledged there were watering restrictions in place in producing another photograph of a different property in the neighbourhood with a caption referring to watering restrictions at the time. I find it unreasonable for the landlord to expect that the lawn would look the same in the summer as it did at the start of the tenancy given the change in seasons.

With respect to the photograph of a different property in the neighbourhood, the landlord asserts that the lawn of that property had been watered in accordance with water restrictions. However, there is no way to verify the other lawn was watered in accordance with the watering restrictions. Further, I find the condition of the neighbour's lawn is not particularly relevant because the tenants are obligated to maintain the lawn in accordance with what a neighbour does with their lawn. Rather, the tenant's obligation is to fulfill the terms of their tenancy agreement, and the requirements of the Act and Regulations.

The tenancy agreement provided to me does not require the tenants to water the lawn of the rental unit. Although the landlord claimed to have advised the tenants to do so during the tenancy by way of an email this does not amount to a legal requirement on part of the tenants.

Section 33 of the Act requires that a tenant maintain the property as follows:

> (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access and there is no lawn watering requirement in any of these.
>
> (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant

Yard maintenance that is required is often subjective, especially lawn watering, given the tendency for grass to go dormant in the summer and revive in the fall, and watering restrictions imposed by municipalities. Residential Tenancy Policy Guideline 1 provides policy statements as to property maintenance to assist landlords and tenants determine

their respective obligations. The policy guideline provides the following with respect to tenants who occupy a single family dwelling such as this rental unit.

> 3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

In light of the above, I find that the landlord has not proven that the tenants had an obligation to water the lawn. Having heard that the property had a sprinkler system and the landlord hired gardeners I find it just as reasonable that lawn watering obligation would have fallen upon the landlord is there is such an obligation to water lawn. Accordingly, I do not hold the tenants responsible for lawn damage that resulted from lack of water.

The landlord also asserted that damage to the lawn may have been the result of the tenants' dogs or trampoline. This may be possible; however, the landlord only provided an estimate to repair damage and in her emails there is reference to watering. Thus, I find I am unable to determine whether the estimate includes areas damaged by drought, dogs or a trampoline. Since the landlord did not have the work done I also have reservations as to the need for repairs after the summer ended and the portion attributable to dogs or a trampoline.

In light of all of the above, I find the landlord has not satisfied me that the tenants are responsible for causing $300.00 in damage to the lawn and I dismiss this portion of the landlord's claim.

10. Toilet

The tenants denied responsibility or any knowledge of a loose toilet and when I look at the move-out inspection report I note that the landlord did not make any mention of the toilet being damaged or loose. Further, the landlord's plumber inspected the entire sewer line in the charge of $199.00 and I find the landlord did not establish a reason for the tenants having to pay for this service. Therefore, I am unsatisfied that the tenants are responsible for paying the landlord $199.00 as claimed.

11. Broken sprinkler heads

I was presented conflicting and inconclusive evidence with respect to the broken sprinkler heads. I found both position equally plausible; however, considering the

landlord bears the burden of proof I find the landlord has not met that burden considering the following:

- the sprinklers were not inspected together at the start of the tenancy;
- the landlord acknowledged to the tenants in emails on March 11, 2015 that the sprinkler system would need servicing;
- sprinkler heads are subject to wear and tear and I was not provided any evidence to suggest how old there were; and,
- the landlord has the sprinkler system serviced July 7, 2015 at a cost of $288.00 and there is no breakdown as to the cost of two sprinkler heads.

12. Baseboard damage

While the landlord produced pictures of damaged baseboard, it does not appear to be 16 feet in length and when I look at the move-out inspection report I note the landlord made no mention of damaged baseboard. Therefore, I am not satisfied that the tenants caused this damage and I deny this portion of the landlord's claim.

Tenant's Application

1. Double security deposit and pet damage deposit

The tenants focused primarily on their position that the landlord failed to give them copies of condition inspection reports within the time limits required under the Act. While this may have been accurate; section 38(1) provides that the doubling of the deposits applies when the landlord fails to return or file an Application for Dispute Resolution claiming against the security deposit and/or pet damage deposit within 15 days after the tenancy ended or receiving the tenants' forwarding address in writing, whichever date is later. The tenancy has ended June 30, 2015; thus, I must determine if and when the tenants gave the landlord their forwarding address in writing in order to be satisfied the tenants are entitled to doubling of the deposits.

The tenants provided a forwarding address to the landlord via email. The landlord did not consider that to meet the tenants' obligation to give her a forwarding address in writing but she filed an Application to claim against the deposits within 15 days of the tenancy ending out of an abundance of caution.

Where one party is required to give another party documentation section 88 of the Act provides for specific ways that it must be served to the other party. Email transmission is not one of the permissible methods of service upon another party under section 88.

The tenants had an opportunity to provide the landlord with their forwarding address, in writing, on the move-out inspection report that was presented to them on July 5, 2015; yet, they did not include their forwarding address in the space provided or anywhere else on the document. Rather, they did sign the report and used the report as a means to provide their opinion about the landlord demeanor. The tenants also had a service address for the landlord as seen on the tenancy agreement; yet, they did not mail or give their forwarding address to the landlord in person there.

Considering the tenants did not give their forwarding address to the landlord in writing using one of the acceptable service requirements; and, the landlord filed an application claiming against the deposits within 15 days of the tenancy ending, I find the tenants failed to satisfy me that they are entitled to doubling of the deposits under section 38 of the Act. Therefore, I deny their request for doubling and I find that they remain entitled to return of the single amount of their deposits, less the amounts I have awarded to the landlord with this decision.

2. Stop payment fee

It is undisputed that the tenants put a stop payment on the July 2015 rent cheque and I find their decision to do so was reasonable since the tenancy had ended and the landlord had not yet returned their post-dated cheques to them. However, as pointed out by the tenant, who works for a bank, banks often waive or reverse fees. I note that the only proof of the fee claimed by the tenants is a document indicating the stop payment was placed and an amount of $12.50 is hand-written at the top. I find the hand written notation, in the absence of a bank statement, insufficient to satisfy me that the tenants suffered a loss of $12.50. Therefore, I deny this portion of their claim.

Filing fees, disposition of deposits and Monetary Order

Given the limited success of each of the applications, I make no award to either party for recovery of filling fees.

The landlord is authorized to make deductions from the security deposit that I have awarded to the landlord by way of this decision and the landlord must return the balance of the deposits to the tenants without delay. Accordingly, the tenants are provided a Monetary Order for the balance of the deposits, calculated as follows:

Security deposit		$1,050.00
Pet damage deposit		1,050.00
Less authorized deductions:		
Carpet cleaning	$141.75	
General cleaning	50.00	
Blind replacement	78.17	
Light bulb replacement	36.23	
Utilities	50.74	356.89
Monetary Order for tenants		$1,743.11

To enforce the Monetary Order it must be served upon the landlord and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlord had limited success in her claims against the tenants and was authorized to deduct $356.89 from the security deposit. The tenants' requests for doubling of the security deposit and pet damage deposit other losses have been dismissed. The landlord is ordered to return the balance of the deposits in the sum of $1,743.11 to the tenants without delay. The tenants are provided a Monetary Order in the sum of $1,743.11 to ensure payment is made.

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: March 10, 2016

Residential Tenancy Branch