



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both 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 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.

Preliminary Issue –Landlord's Claim

In the landlord's evidence package received by the Branch on April 25, 2016, it appears that the landlord wished to amend her claim to increase her monetary claim. An audit note on the landlord's file indicates that the landlord called the Branch on April 22, 2016 and was cautioned regarding evidence submissions and amendments. However, the landlord did not properly complete an application for amendment, and her claim is therefore limited to the original amounts.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?
Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 28, 2014. Rent in the amount of \$1,150.00 was payable in advance on the 29th day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$500.00.

The tenancy ended on September 28, 2015.

Landlord's Application

The landlord stated that the tenants breached a verbal agreement with the landlord regarding window coverings; they took apart the dryer without authorization; and they did not clean all windows, doors and light fixtures before moving out.

In the hearing the landlord stated that she did a move-in inspection with the tenant and then left a copy of the condition inspection report for the male tenant to sign, but then she never saw it again. The landlord submitted a copy of a condition inspection report that indicates a move-in inspection took place on February 25, 2014. The report is signed by the landlord only.

The landlord stated that she made several attempts to set up a move-out inspection with the tenants but on her last attempt to do so the male tenant began yelling and swearing at the landlord and said that there was not going to be any move out inspection. The landlord stated that she confirmed this with the male tenant and stated to him, "fine, no move-out inspection."

The landlord claimed compensation as follows:

- 1) \$275.00 and additional \$257.00 regarding a verbal agreement about window coverings – the landlord stated that she informed the tenants at the beginning of the tenancy that she does not "do" window coverings. The landlord stated that the tenants repeatedly harassed the landlord about curtains until the landlord finally told the tenants to buy some cheap drapes and give the landlord the receipts. The landlord stated that the tenants never gave her the receipts, but they took money off the rent for the cost of the drapes. The landlord did not provide specific evidence showing the basis for claiming \$275.00 and \$257.00.
- 2) \$96.69 for dryer – the landlord stated that the male tenant took apart the dryer without authorization. The landlord submitted that she had the dryer checked over by her appliance company before the tenancy began, and it was in working condition. The landlord submitted a copy of an invoice for \$96.69 to have the

dryer professionally checked out. The invoice indicates that there was a new belt in the dryer, and another part, worth \$2.00, needed to be replaced. The landlord's witness stated that the professional's assessment was that the tenant put the dryer back together improperly.

- 3) \$300.00 for cleaning windows – the landlord submitted an invoice for \$300.00 to clean all windows. The invoice, dated October 1, 2015, indicates as follows: “there was hardened bird excrement on outside windows. It was evident these windows had not been cleaned in some time ... cleaned all window ledges.” The landlord did not provide any photographs of the dirty condition of the windows.

The tenants' response to the landlord's application was as follows. The tenants stated that there was no move-in inspection done. The tenants stated that they never replaced the curtain rods, those were left behind by the previous tenants. The tenant's evidence shows that they deducted \$57.00 from their rent for drapes. The tenants' emails to the landlord indicate that the tenants informed the landlord that they no longer had the receipts, and they could either leave the drapes or take them and the landlord could pursue the cost of unpaid rent.

The tenants stated that they informed the landlord that the belt had gone in the dryer, and the landlord gave the tenants the option to either call in a professional or replace the belt themselves and deduct the cost from the rent. The tenants provided evidence that they deducted \$50.00 from the rent for the dryer belt.

The tenants submitted that the landlord was going to have the exterior of the windows cleaned but then failed to do so. The tenants indicated that at the end of the tenancy they cleaned the inside and outside of the lower windows and the inside of the upper windows, but they did not clean the exterior of the outer window, “as it was very cold outside and the window was high up with no safety gear.”

Tenants' Application

The tenants applied for double recovery of the security deposit. The landlord applied to keep the security deposit on October 7, 2015 and served the tenants via registered mail with a copy of her application sent on October 21, 2015. The tenants had not yet received the landlord's application when they filed their application on October 23, 2015.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

In regard to the move-in and move-out inspections, the landlord has the responsibility to ensure that the inspections and condition inspection reports are completed in accordance with the Act. The landlord's copy of condition inspection report that she submitted in evidence only contains her signature, and the tenants denied doing a move-in inspection. I therefore find that the landlord did not comply with the requirements under section 23 of the Act regarding the move-in inspection, and any evidence regarding a move-out inspection is not relevant.

Landlord's Application

I find that the landlord has failed to provide sufficient evidence to support most of her claim. I accept the tenants' evidence that they deducted \$57.00 from the rent for drapes, and as the tenants took the drapes with them when they left, the landlord is entitled to recovery of \$57.00.

In regard to the dryer, I find that the tenant did replace the belt, but there is insufficient evidence whether the landlord gave the tenant permission to do so. I accept the evidence of the landlord and the landlord's witness that the tenant did not put the dryer back together properly, and it was necessary for the landlord to have a professional inspect the dryer. I therefore grant this portion of the landlord's claim, in the amount of \$96.69.

The landlord did not provide sufficient evidence of the condition of the windows to establish that they required cleaning. I therefore dismiss this portion of the landlord's claim.

Tenants' Application

The tenancy ended on September 28, 2015 and on October 7, 2015 the landlord applied to keep the deposit. The landlord applied on time to keep the security deposit. Therefore, the security deposit is not doubled.

Filing Fees

As the landlord's application was partially successful, I grant her recovery of the \$50.00 filing fee for the cost of her application.

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$151.69. I order the landlord to retain this amount from the security deposit in full satisfaction of this award, and I grant the tenants an order under section 67 for the balance due of \$348.31. 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: June 3, 2016

Residential Tenancy Branch