



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

MND MNSD MNDC 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 tenants 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 July 1, 2028. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550.00. The landlord did not carry out a move-in inspection with the tenants or complete a condition inspection report.

On April 22, 2016, the landlord served the tenants with a notice to end tenancy for cause. The corrected effective date of the notice was May 31, 2016. The tenants informed the landlord that they intended to vacate the rental unit on April 30, 2016, and they returned the keys to her on that date. The landlord did not do a move-out inspection with the tenants or complete a condition inspection report.

### *Landlord's Claim*

The landlord stated that the tenants left the rental unit dirty and damaged. The landlord has claimed compensation as follows:

- 1) \$506.00 to repair a hole in the living room ceiling and retexture and spray the ceiling – the landlord stated that the ceiling was damaged by a leak in the bathroom above the living room;
- 2) \$68.00 to remove and dump the tenants' garbage;
- 3) \$250.00 for cleaning and carpet cleaning – the landlord stated that the tenants did not clean the stove, fridge, cupboards, windows, tracks, or other items;
- 4) \$1,030.00 to remove and replace a damaged bathtub and the tile surround – the landlord provided a report from a plumber who expressed the opinion that the damage could only have been caused by dumping something large in the tub;
- 5) \$100.00 to replace and install a damaged laundry tub;
- 6) \$78.00 for two vertical blinds for the patio door;
- 7) \$82.00 for a patio screen;
- 8) \$50.40 for a used replacement screen door; and
- 9) \$24.61 for a screen repair kit.

The landlord submitted photographs, receipts and invoices to support her claim.

#### *Tenants' Response*

The tenants acknowledged leaving garbage behind, but stated that they believed they had until the effective date of the notice to end tenancy to complete their cleaning.

The tenants stated that the bathtub had a rust stain at the beginning of the tenancy, and the leak occurred because the water heater was quite old. The tenants stated that the plumber caused the crack in the tub.

The tenants stated that the landlord's husband installed a washer and dryer during the tenancy and he told the tenants that they could get rid of the wash tub and cupboard because otherwise they could not access the washer and dryer.

The tenants denied responsibility for any other damage as alleged by the landlord.

#### Analysis

I find that the landlord has failed to provide sufficient evidence to support most of her claim. The landlord did not do a move-in inspection, and she therefore did not have any evidence of the agreed-upon condition of the rental unit at the beginning of the tenancy. Neither did the landlord provide the age of any of the damaged items; therefore it was not possible to calculate depreciation. The landlord only provided speculation as to how the bathtub was damaged.

The tenants acknowledged that they left garbage in the crawlspace, and they also stated that they “were going to do more cleaning.” I find that the tenants ended the tenancy when they informed the landlord that they would be vacating on April 30, 2016 and then returned the keys to her. The tenants therefore were required to have all cleaning and repairs done by that time. Based on this evidence and the evidence of the landlord, I find that the landlord is entitled to \$68.00 for hauling garbage and \$250.00 for cleaning.

As the landlord’s application was partially successful, I find that she is entitled to recovery of her \$100.00 filing fee for the cost of her application.

### Conclusion

The landlord is entitled to \$418.00. The remainder of the landlord’s claim is dismissed.

I order that the landlord retain this amount from the security deposit of \$550.00 in full satisfaction of her award, and I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$132.00. 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: July 13, 2016

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Residential Tenancy Branch