



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 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.

The tenants confirmed that they received the landlord's application and evidence. The landlord stated that she did not receive the tenants' evidence. The tenants stated that they sent the landlord their evidence by registered mail on June 3, 2016. The landlord stated that she was away until June 19, 2016, and she did not have anyone checking the mail for her. I found that the landlord was deemed served with the tenants' evidence and admitted it. I did not find it necessary to adjourn the hearing at any point to allow the landlord more time to submit further evidence in response to the evidence of the tenants.

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 June 1, 2014. Rent in the amount of \$950.00 was payable in advance on the first day of each month. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$475.00 and a pet deposit of \$237.50. The landlord did not do a move-in inspection with the tenants or complete a condition inspection report. The parties were involved in a dispute resolution hearing on November 12, 2015. In the decision following that hearing, the arbitrator found that the tenancy ended on

September 30, 2015, and the landlord's claim for lost revenue for October 2015 on the ground of over holding was dismissed. The arbitrator gave the landlord leave to reapply for loss of rent related to damage to the rental unit. The arbitrator advised the parties that the landlord was considered served with the tenants' forwarding address in writing as of the date of the hearing, and must by November 30, 2015 either return the security and pet deposits or make an application to keep them. The landlord filed the application for this hearing on November 19, 2015.

Landlord's Claim

The landlord stated that she had arranged for the tenants to do a move-out inspection with her on October 10, 2015, but the tenants did not show up. The landlord stated that the tenants left the rental unit dirty and damaged, and she lost rental income for October 2015 because the unit required cleaning and repairs.

The landlord claimed compensation of \$1,093.63 for supplies and labour to clean and repair the unit. The landlord stated that she was able to get a good price on the supplies because her son works at a home repair retailer and he was able to use his employee discount. The landlord submitted several receipts, invoices, photographs and descriptions of the condition of the rental unit when the tenants vacated.

The landlord also claimed \$50.00 for recovery of her previous filing fee for the November 12, 2015 hearing, and \$950.00 in lost revenue for October 2015.

Tenants' Response

The tenants acknowledged that they wrecked a door, left stickers on walls throughout the unit, put up plywood along the dog fence and did not clean the wall where their child coloured on it or do some other cleaning. The tenants submitted that much of the damage the landlord has noted was wear and tear, and many areas such as the deck were already rotting. The tenants submitted that the landlord is trying to charge them for "that ton of garbage that was there when [they] moved in."

Analysis

The landlord did not do a move-in inspection or complete a condition inspection report, so she cannot establish the agreed-upon condition of the rental unit at the beginning of the tenancy. It appears from the landlord's photographs that some areas of the house, such as the wooden deck and door and window frames, were already quite old, and I accept the tenants' submission that some of these items were likely in need of

replacement. The landlord did not provide the age of any of the items requiring painting or repairs or take into account depreciation of those items.

However, the landlord's photographs also show several dirty areas of the rental unit, as well as areas damaged by stickers, colouring or pet scratching. The tenants affixed a large cat-scratching post to the floor and wall, and in doing so permanently damaged the flooring. I accept the landlord's evidence that the tenants did fail to do reasonable cleaning and repairs at the end of the tenancy. I therefore find it appropriate to grant the landlord a nominal award of \$400.00 for cleaning and repairs.

I accept the landlord's evidence that she lost revenue for October 2015 because she had to do cleaning and repairs. I therefore grant the landlord \$950.00 for lost revenue for October 2015.

The landlord cannot recover a filing fee from a previous application. I can only address the filing fee paid for this application.

As the landlord's application was mostly successful, I find that she is entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1,400.00. I order that the landlord retain the security and pet deposits of \$712.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$687.50. 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 19, 2016

Residential Tenancy Branch