



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$4109.47 for damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. . Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

Preliminary Issue:

The tenants testified they have not been served with the Application for Dispute Resolution. They testified they were served with digital evidence that included the hearing letter and other materials 5 days ago. The landlords testified the tenants were served with materials including the Application for Dispute Resolution. The Tenants acknowledge receiving a package in May but testified it did not include a hearing letter or the Application for Dispute Resolution. In the circumstances I determined that it was appropriate to adjourn this matter to the next available date with a direction that the landlords serve the Application for Dispute Resolution by e-mail.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$975 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$475 at the start of the tenancy. The tenancy ended on March 1, 2016.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant 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 and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

There was considerable controversy over the Condition Inspection Report. The tenant and the landlord's agent participated in a condition inspection at the end of the tenancy. The landlord testified the agent disagreed with much of what the tenant was writing down. When the landlords arrived a couple of days later the landlords added items to the list. The tenant disagrees with the additions. Little weight can be given to the Condition Inspection report as it was not conducted as contemplated by the Act.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. The landlord claimed the sum of \$540.72 for the cost of cleaning and painting. The tenants acknowledged responsibility for \$150 of this claim. Policy Guideline 40 provides that the useful lifetime of a interior paint job is 4 years. After carefully reviewing the photographs, documentary evidence and oral testimony I determined the landlords have established \$275 of this claim being a reasonable sum for cleaning and painting.

- b. I dismissed the landlords' claim of \$330.67 for the City of Grand Forks sewage, garbage and water bill as the landlords acknowledge that the tenants have now paid that bill.
- c. The landlords claimed the sum of \$500 for the cost of damages to the lawn. The work has not been completed. However, they gave the new tenants a month free rent. I determined that the landlords are entitled to \$150 of this claim.
- d. I dismissed the landlords' claim of \$1275 for the City of Grand Forks utilities bill as the landlords acknowledge the tenants have now paid that bill.
- e. I dismissed the landlords' claim of \$475 for the failure to complete a proper walkthrough. The law does not permit the landlords to make a claim such as this. Secondly, the tenants participated in a walkthrough in the presence of the landlords' agent.
- f. The landlords claimed the sum of \$299.96 for damages to the stove knobs. The landlords have not changed the knobs. I dismissed this claim as the landlords failed to prove that the Tenants were negligent.
- g. The landlords claimed the sum of \$463 for the cost of materials relating to a new carpet. The tenants acknowledged responsibility for a couple of marks. I determined the landlords are entitled to \$50 of this claim for the depreciated value of the carpet. I determined that it was not necessary to replace the carpet.
- h. The landlords claimed the sum of \$364 for damage to the front door. The door has not been replaced. I determined the landlord is entitled to \$100 of this claim as a measure of depreciation.
- i. The landlords claimed the sum of \$150 for damages to a clothes dryer. I dismissed this claim as the landlords failed to prove the tenants caused the damage.
- j. I dismissed the landlords claim the sum of \$73.50 for the service call of a plumber to turn off the water after a pipe cracked as I determined the tenants acted reasonably in getting the plumber when the landlord was not available. I dismissed the claim of \$112.19 for plumbing as the landlords failed to prove this claim.

In summary I determined the landlords have established a claim against the Tenants in the sum of \$575 plus \$100 for the cost of the filing fee for a total of \$675.

Security Deposit

I determined the security deposit plus interest totals the sum of \$475. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$200.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$675. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$475. In addition I ordered that the Tenant pay to the Landlord the sum of \$200.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: November 23, 2016

Residential Tenancy Branch