



Dispute Resolution Services

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, as well as recovery of the filing fee. 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. 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 for damage to the rental unit?

Is the landlord entitled to monetary compensation for other loss?

Is the landlord entitled to retain the security deposit?

Is the landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on June 1, 2015. At the beginning of the tenancy, the tenant paid the landlord a security deposit of \$1,250.00. The tenancy ended on May 30, 2016.

Landlord's Claim

The landlord submitted that the tenant caused damage to items in the rental unit; he prevented a fire test from being done, resulting in a fee being charged to the landlord; and he owed the landlord for a bank charge.

The landlord's claim is as follows:

- 1) \$525.00 to repair and reseal limestone, quartz and patio tiles – the landlord submitted photographs showing stained tiles in the rental unit entry door and the bathroom, as well as on the patio;
- 2) estimated \$1,680.00 for painting and repair work – the landlord submitted photographs of several areas of the walls that appeared damaged and would require repair;
- 3) \$158.00 for a private testing schedule fee – the landlord submitted that a company came twice to conduct a necessary test in the rental unit but both times the tenant would not let them in and the landlord was charged a fee;
- 4) \$45.00 for a bank charge for an NSF cheque – the landlord stated that the tenant's rent cheque for May 2016 was returned for insufficient funds, and the landlord therefore incurred a bank fee of \$47.00. The landlord submitted a bank statement to show this charge;
- 5) \$11.08 for materials – the landlord claimed for eight litres of missing Redifill;
- 6) \$300.00 for cleaning services and travel expenses – the landlord submitted photographs of some areas of the rental unit that were not cleaned at the end of the tenancy, as well as receipts for travelling to the rental unit; and
- 7) \$100.00 for a parking fob.

The landlord also indicated on her application that she planned to claim costs for replacing a loop wool carpet and a stainless steel kitchen backsplash. However, the landlord did not provide specific amounts for those items in the application or amend her application to include amounts for those items. I therefore did not consider compensation for those items.

The landlord stated that she gave the tenants three opportunities to do a move-in inspection – on May 31, 2015; on June 26, 2015, a date that the tenant agreed to but did not show up for; and then a third time one week later. The landlord acknowledged that she completed the move-in inspection report on her own and then left it in the unit for the tenant to complete. In regard to the move-out inspection, the landlord stated that the tenant was not completed cleaning the unit on May 30, 2016, and she had to go back for the next three days. The tenant wrote on the condition inspection report that he did not agree with the landlord's assessment of the unit at the end of the tenancy.

Tenant's Response

The tenant stated that he informed the landlord of the missing fob, and he agreed to pay \$100.00 for it. The tenant acknowledged that his May 2016 rent cheque was NSF, but he questioned the exact amount that the bank charged the landlord. The tenant also acknowledged that there were some issues with the patio tiles, but he did not recall the landlord telling him not to put pots out there.

The tenant stated that he had agreed to sign the move-in condition inspection report after the landlord attended to some items that she said she would. The tenant stated that he repeatedly contacted the landlord to try to get paperwork done, but the landlord did not complete paperwork or do the promised repairs.

The tenant submitted that the rental unit was in good condition at the end of the tenancy and he left it reasonably clean. The tenant stated that the caulking of the limestone tiles did not look great at the beginning of the tenancy. The tenant stated that the rental unit's walls were only partially patched and painted at the beginning of the tenancy and the landlord said painting would be done but it was never done. The tenant submitted photographs showing that there was some damage to walls at the beginning of the tenancy. The tenant submitted an email from the landlord in which she informed the tenant she had left a pail of ready-fill for him to use in the unit.

The tenant stated that he has no record of being contacted about the fire testing, and he told the landlord that it was okay to access the rental unit. In regard to the claim for labour and travelling costs, the tenant submitted that this is the cost of doing business as a landlord, and the landlord did not document details such as her rate per hour.

Analysis

The tenant acknowledged responsibility for the \$100.00 fee for the missing fob. I find the landlord is entitled to this amount. The tenant also acknowledged that his May 2016 rent cheque was NSF, and the landlord has provided a bank statement to show that she was charged \$47.00 as a result. I also grant the landlord recovery of the bank fee.

The tenant acknowledged that there were some problems with the patio tiles. However, the landlord did not provide a breakdown of the cost of dealing with the patio tiles as opposed to the other tiling. I therefore decline to grant compensation for the patio tiles.

The main impediment to the landlord's claim is her failure to properly complete a move-in condition inspection report with the tenant. The landlord therefore does not have evidence of the agreed-upon condition of the rental unit at the beginning of the tenancy. The landlord has provided photographs of some damage; however, all of that damage could have already existed at the beginning of the tenancy. I therefore dismiss the portions of the landlord's claim regarding tile repairs and painting and wall repairs.

The landlord did not provide sufficient evidence regarding the circumstances of the fire test, and I therefore dismiss that portion of the application. The landlord did not provide a breakdown of the time and rate for cleaning, and a landlord is generally not entitled to the costs of travelling to the rental unit, as that is seen as a cost of doing business as an landlord. I therefore dismiss that portion of the landlord's claim as well. The email evidence submitted by the tenant shows that the landlord left the Redifill for the tenant to use in the unit, and I therefore dismiss that portion of the landlord's claim.

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

Conclusion

The landlord is entitled to \$247.00. I order that the landlord retain this amount from the security deposit in full satisfaction of the award. The tenant is entitled to recovery of the remainder of the security deposit, and I therefore grant the tenant an order under section 67 for the balance due of \$1,003.00. 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: January 11, 2017

Residential Tenancy Branch