



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the female landlord and the tenant.

At the outset of the hearing the landlord submitted that she was not as concerned about receiving the filing fee back as the rest of her claim. I clarified for both parties since the usual practice is that if the applicant is successful in their claim they are entitled to recover the filing fee from the respondent I would make that determination.

While the landlords did not complete a Monetary Order Worksheet or submit any document with a definitive list of her monetary claim I have considered the claims the landlord orally identified in the hearing.

I also note that while the amount of costs the landlords have submitted they incurred total over \$1,100.00 and the landlords have only claimed to retain the security deposit in the amount of \$650.00 in total satisfaction of this claim, the landlords need only prove losses totaling up to \$650.00.

### Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for compensation for the cost of cleaning and repairs made to the residential property after the end of the tenancy; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlords submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on May 14, 2015 for a month to month tenancy beginning on June 1, 2015 for a monthly rent of \$1,300.00 due on the 1<sup>st</sup> of each month with a security deposit of \$650.00 paid. The agreement included an addendum with 5 additional terms restricting the tenants from smoking from inside the house; outlining an agreed upon acceptable method for discarding cigarette butts; agreeing that any visitor dogs

were to remain on the deck; in the yard or in the basement; agreeing to notify the landlord of add more parties to the tenancy; and agreeing the tenants were responsible for yard care;

- A copy of a Condition inspection report completed on May 31, 2015 at the start of the tenancy and July 3, 2016 at the end of the tenancy. The Report is signed by both parties at the start and end of the tenancy and the tenant has acknowledged on the document that she agrees the report fairly represents the condition of the rental unit at the respective times; and
- Several photographs; receipts; and invoices in support of the individual components of their claim.

The landlords seek the following compensation:

Description	Amount
Cleaning	\$162.50
Replacement cabinet door	\$158.59
Floor refinishing	\$300.00
Painting	\$75.76
Door jamb repairs (locksmith)	\$67.20
Smoke alarm replacement	\$24.85
Fan vent cover replacement	\$64.93
Faucet replacement	\$149.00
Appliance repairs	\$178.20
<b>Total</b>	<b>\$1,181.03</b>

The landlords submitted that as a result of someone smoking in the upper bedroom they had to paint the bedroom and seek the amount only for the cost of the paint. The landlords provided photographic evidence of cigarette butts in the eaves trough outside of the subject bedroom. The Condition Inspection Report indicates that there was the smell of smoke in the bedroom.

The landlords submitted that unbeknownst to them the tenant must have had a dog in the property because after she moved out they saw evidence of a dog living in the rental unit that required them to do additional cleaning.

The landlords seek compensation for a cabinet door that was peeling. In support of this claim the Condition Inspection Report confirms that a door was peeling and the landlords have submitted a photograph of the peeling door.

The landlord testified that flooring in the upper rooms was significantly scratched and required refinishing. I note the Condition Inspection Report indicates that at the start of the tenancy these floors were noted as scratched and the end of the tenancy as 'significant scratches'. In support of this claim the landlords have also submitted photographic evidence of the condition of the floor at the end of the tenancy.

In reference to the sections of the Condition Inspection Report that have recorded 'door jamb split' the landlord testified that the doors had been kicked in and they had steel plates installed for the repair.

The landlords submitted in the Condition Inspection Report that the bathroom sink was missing the stopper at the end of the tenancy. The landlord testified that as a result they had to replace the entire faucet.

The landlords sought compensation for repairs made to the dishwasher and the clothes dryer. The dryer required a replacement knob. The invoice for this repair indicates the total cost of \$73.20 for the technician to attend the property which included a \$16.33 charge for a replacement knob. The invoice indicated that other than the knob there were no problems with the dryer.

The invoice for the dishwasher repair totalled \$105.00. The invoice indicated that the technician removed the pump and found glass and food rendered. He refitted the pump and tested drainage.

The landlords seek also compensation for a replacement vent fan; a missing smoke alarm; and electrical work.

At the outset of the tenant's testimony she confirmed that she had signed the Condition Inspection Report at both the move in condition inspection and at the move out condition inspection and that she agreed that the reports were accurate representations of the condition of the rental unit at both times.

Later the tenant testified that the condition inspection at the start of the tenancy was when the previous occupants were still in the rental unit and as such it was not an accurate representation of what the unit looked like because the previous occupants' belongings were obstructing the inspection.

The tenant further stated that remarks had been added to the Condition Inspection Report after she signed it. Initially the tenant did not provide examples of what she thought had been added to either section of the Report. Later in her testimony she indicated that she did not understand why the landlords would have written "wall repaired" on the move in section of the report regarding a wall in the living room.

The landlord acknowledged that the "wall repaired" comment regarding the living room wall and the "replaced" comment regarding a screen window replacement in the master bedroom were added after those items were repaired and that she made them in brackets to differentiate them from her other comments.

The tenant did not provide any examples of comments she believed to be added to the move out section of the Report. I note there are no comments in the move out section that are in brackets.

The tenant submitted that there was no way that anyone was smoking in the upstairs bedroom because those rooms were used only by her grandchildren and they do not smoke. The tenant submitted that no one would have gone out to the eaves trough or access the roof from the upstairs room.

The tenant acknowledged that she would, from time to time, “babysit” her fiancé’s dog and that the landlords were well aware of this but had never raised it as an issue. The tenant testified that she did not understand why the landlords were looking for a replacement cabinet door because all that was wrong with the door was that it needed a hinge.

In response to the landlords’ claim for refinishing the floor in the upper bedrooms the tenant provided no testimony as to whether or not she disputed the claim. However, the tenant question whether or not the receipt provided was from a legitimate refinishing company. She stated that the address provided does not belong to such a company and that there is no record of this as a company.

In response to the landlords’ claim for the cost of the locksmith the tenant indicated that she did not understand why the landlords were charging for a locksmith because she had returned her keys. After I clarified the landlords had submitted an invoice from the locksmith for the installation of steel plates to repair the damaged door jambs the tenant provided no additional testimony regarding this part of the landlords’ claim.

The tenant acknowledged the stopper was missing but she didn’t understand why the landlords required a new faucet. In a similar submission she does not believe she should be responsible for a charge of \$73.20 to replace a \$16.33 knob on the clothes dryer.

The tenant submitted that there were no smoke alarms in the rental unit when she moved in. She stated she had to install her own smoke alarms and removed them when she left. She also submitted that the vent cover had been missing during the entire tenancy.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except

for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

In general, I have considered the tenants' testimony in regard to her assertions that the Condition Inspection Reports are unreliable. I find that despite her testimony in the hearing the fact that she signed the document at both times agreeing that they represent the condition of the unit without any indication of any concerns she may have had about the inspection noted on the Report cannot now be refuted without some sort of additional support evidence to invalidate them.

I find the tenant has failed to provide any such evidence. When one party to a dispute provides testimony regarding circumstances related to a tenancy and the other party provides an equally plausible account of those circumstances, the party making the claim has the burden of providing additional evidence to support their position.

As a result, I accept that the Condition Inspection Report records an accurate representation of the condition of the rental unit at the start and end of the tenancy.

In regard to the landlords' claim for compensation for painting, after considering the totality of the landlords' submissions including the photographic evidence I find, on a balance of probabilities, the landlords have established that someone had been smoking in the upstairs portion of the rental unit.

I find that this is in violation of the terms of the tenancy agreement addendum and as such the tenant is responsible for the landlords' costs as claimed in the amount of \$75.76.

Considering the notations in the Condition Inspection Report agreed upon by the parties that the walls in the kitchen; the stove/oven/ the garbage containers; the washing machine and the stairs required cleaning I find that the parties agreed the rental unit required additional cleaning at the end of the tenancy. I make this finding regardless of any testimony related to the tenant's fiancé's dog. I find the landlords have established the value of this loss through their invoice for cleaning in the amount of \$162.50.

I find the landlords' photographic evidence is very compelling in relation to their claim for a replacement to the laminated cabinet door. Considered with the tenant's agreement on the Condition Inspection Report that the door was peeling, I find the landlords have established entitled to compensation for the replacement of this door.

In regard to the landlords' claim for refinishing the upstairs flooring, I find the landlord has provided sufficient documentary evidence to establish that the flooring upstairs was significantly scratched and that this resulted during the tenancy. I am persuaded in part because of the tenant's agreement on the condition as it was recorded in Condition Inspection Report and in part because of the landlords' photographic evidence.

Despite the tenant's concerns regarding the legitimacy of the landlords' invoice from her flooring refinishing, I accept the landlord's testimony that the work was done as a favour for the cost of supplies and transportation only as opposed to a business that would have charged labour costs.

I find the landlords incurred these costs as a result of the need to repair the flooring upstairs and that it is a reasonable amount for the work required.

Based on the above, I have found the landlords have established entitlement to an award of up to \$696.85. As noted above, I have determined that the landlord is entitled to compensation in excess of the security deposit as was the total amount of the landlords' claim. As a result, I have made no further findings of fact or law in relation to the landlords' claim for compensation for door jamb repairs; faucet replacement; appliance repairs; vent replacement; smoke alarm replacement; or electrical work.

### Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$750.00** comprised of \$650.00 claim above and the \$100.00 fee paid by the landlords for this application.

I order the landlords may deduct the security deposit held in the amount of \$650.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$100.00**. If the landlords chose to enforce this order it must be served on the tenant. If the tenant fails to comply with this order the landlords may file the order in the Provincial Court (Small Claims) and be 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 13, 2017

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Residential Tenancy Branch