



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD

Introduction

This hearing dealt with the landlord's application for monetary compensation for damage or loss and an order to retain the security deposit in partial compensation of that amount.

The hearing first convened on November 9, 2016. On that date, due to evidence issues, I determined it was appropriate to adjourn the hearing. The hearing reconvened on January 6, 2017. On both dates, the landlord and the tenant participated in the teleconference hearing.

In the hearing the 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 or loss?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy began in August 2014. On August 14, 2014 the landlord and the tenant carried out a move-in inspection and initialled a condition inspection report. The tenant paid the landlord a security deposit of \$850.00.

The tenancy ended on or about May 1, 2016. On that date, the landlord and the tenant did a move-out walkthrough. The tenant did not agree with the landlord's assessment of the damage to the rental unit and property.

Landlord's Claim

The landlord stated that at the end of the tenancy the garden was completely destroyed. The landlord stated that there was mould and mildew on the decks and it took two days to power-wash them clean. The landlord stated that they were taking care of the garden and the tenant only had to prepare the garden for winter but did not do so. The landlord stated that the grass in front and back was dead, especially where the tenant had put up a trampoline.

The landlord stated that the interior of the house had multiple areas of damage and required extensive cleaning. The landlord stated that they did the cleaning and repairs themselves, as it would have cost five times as much if professionals did it. The landlord stated that they included lost wages in calculating the cost of their labour. The landlord stated that the tenant had torn the baseboard heaters out of the walls and thrown them into the middle of the room; frosting was scratched off of windows; and closet doors were broken. The landlord provided estimates of some of the repairs and cleaning in their original application and then amended some of those amounts in a monetary order worksheet but the final claim remained \$2,016.00.

In support of their claim, the landlord submitted photographs of some dirty and damaged areas; a copy of the move-in and move-out condition inspection report, detailing items requiring cleaning or repairs; and a partial breakdown of their hours of labour.

Tenant's Response

The tenant acknowledged that he did not clean behind the fridge or stove; there were some holes in the walls that he did not patch; and there was a patch on the stove that he did not clean. The tenant disputed the time and cost that the landlord was claiming to clean or repair these items, stating that a professional would have only charged a fraction of the amount the landlord claimed.

The tenant stated that his lawnmower broke, so he hired someone to clean up and cut the grass on April 29, 2016. The tenant also stated that damage in the garden was because of a water shortage. The tenant submitted that there were discrepancies in the landlord's charges, between their original claim and the revised claim, and not everything was clear, such as whether the landlord was claiming for power washing or yard work.

The tenant stated that in the addendum to the tenancy agreement the landlord promised to do specific maintenance and repairs before the tenancy began; however, that work was not done. The tenant stated that one of those items was replacing the baseboard heaters. The tenant stated that there were numerous items that the landlord was supposed to take care of but they did not. The tenant denied that the interior of the house was a mess at the end of the tenancy. In support of his testimony, the tenant submitted extensive documentation, including a copy of what appears to be an addendum to the tenancy agreement, signed by the tenant and the landlord.

Analysis

The tenant acknowledged that there were some areas or items that he failed to clean or repair at the end of the tenancy, and the landlord's photographs show some damaged or dirty areas. However, some portions of the landlord's claim are not fully supported. For example, the landlord stated that the tenant ripped the baseboard heaters off and threw them into the middle of the room; the landlord's photographs show some areas where baseboard heaters appear to

be missing but there are no photographs of baseboard heaters thrown into the middle of the room, and the addendum, signed by the landlord, indicates that one of the items of maintenance that the landlord agreed to do was to install baseboards on the third floor and replace missing ones on the second floor. The landlord stated in the hearing that they calculated their own lost wages in their claim for labour costs, but they are not entitled to claim lost wages.

I find that the landlord has established that the tenant did not fully clean or repair the rental unit and property at the end of the tenancy. However, as the landlord appears to have claimed some items for which they may have been responsible, such as the baseboard heaters, and claimed amounts to which they were not entitled, I find that it is appropriate to only grant the landlord a nominal award, in the amount of \$200.00.

Conclusion

The landlord is entitled to \$200.00. They may retain this amount from the security deposit in full compensation of their award. I grant the tenant a monetary order for the balance of the security deposit, in the amount of \$650.00. 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: February 2, 2017

Residential Tenancy Branch