



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.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the 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 as claimed?

Background and Evidence

The tenancy began on September 1, 2009. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1,195.00. The landlord did not carry out a move-in inspection with the tenants and complete a condition inspection report as required under section 23 of the Act.

On June 14, 2016 the landlord served the tenants with a purported notice to end tenancy, on which the landlord indicated that she intended for her daughter to move into the rental unit. The landlord did not use the prescribed form. However, the tenants signed the form, indicating that they would vacate on August 30, 2016. The tenancy ended on or about August 27, 2016, when the tenants returned the keys to the landlord.

Landlord's Claim

The landlord stated that the tenants vacated they left the unit dirty and damaged. The landlord stated that the apartment was “really new” when the tenants moved in, and the building was about 13 to 14 years old. The landlord stated that the tenant did not contact her and she thought they had abandoned the rental unit. The landlord stated that she went in and all the furniture was out, so on August 27, 2016 they began filling holes in the walls.

The landlord claimed compensation as follows:

- 1) \$3,412.50 for carpets – the landlord removed the carpets and replaced them;
- 2) \$390.00 estimate for blinds;
- 3) \$275.26 for tile grout;
- 4) \$395.97 for various cleaning and repair items;
- 5) \$544.50 for repairs to garburator, faucet, dryer fan and connections;
- 6) \$67.71 for unpaid utilities; and
- 7) \$630.00 for 63 hours of the landlord’s labour, at \$10.00 per hour.

In support of their application, the landlord provided photographs of dirty or damaged areas of the unit, as well as quotes, receipts and invoices.

Tenants’ Response

The tenants acknowledged that they were responsible for the cost of the blinds and they were not sure about the electrical bill, but they disputed the remainder of the landlord’s claim.

The tenants stated that the landlord told them not to shampoo the carpet because it was very old and she was going to replace it. The tenants stated that they did not abandon the rental unit, they had the unit until the 30th, but the landlord was constantly harassing them to move out early. The tenants stated that they arrived at the unit on August 27, 2016 to do the move-out inspection, but they were already painting and doing electrical work, so there was no point in doing an inspection.

The tenants stated that they never used the garburator, and an electrician who checked it told them it had to be replaced. The tenants stated that the dryer fan went dead.

Analysis

The tenants acknowledged the cost of \$390.00 for the blinds, and I therefore grant the landlord that amount.

The landlord did not submit a bill for utilities, and I therefore dismiss that portion of the landlord's claim.

The landlord did not do a proper move-in inspection with the tenants, and in particular she did not complete a condition inspection report with them. The landlord therefore cannot establish the agreed-upon condition of the unit at the beginning of the tenancy. The tenancy was seven years, and the landlord did not provide evidence of the age of items such as carpets or appliances, so depreciation on these items cannot be calculated. Therefore, most of the rest of the landlord's claim must fail.

It is clear from the landlord's photographs that some areas were dirty or damaged beyond normal wear and tear, and I therefore grant the landlord a nominal award of \$350.00 for parts and labour for cleaning and repairs, including the kitchen lights.

As the landlord's application was partially successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$840.00. I order that the landlord retain this amount from the security deposit in full satisfaction of their award, and I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$355.00. 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: March 14, 2017

Residential Tenancy Branch