



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

The landlord applies for a monetary award for the cost of cleaning the rental unit and conducting repairs after the tenants vacated.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenants failed to leave the premises reasonably clean and free of damage but for reasonable wear and tear? If so, then what is the proper measure of damages?

Background and Evidence

The rental unit is a two bedroom basement suite. The landlord lives in the portion of the home above.

There is no written tenancy agreement. The tenancy started near the end of March 2015 and ended at the end of October 2016. The monthly rent was \$850.00. The landlord did not require a security deposit or a pet damage deposit.

There was no move out inspection nor did the landlord prepare a move out report.

The landlord claims that the premises were not reasonably clean and so the new, incoming tenant was paid \$390.00 to clean. He provided the new tenant's written statement about the state of the premises.

The new tenant's father provided and installed laminate flooring at a total cost of \$900.00. The landlord and the new tenant in her statement say this was because the respondent tenants' dogs and perhaps their cats urinated on the carpet to such an extent that even repeated cleaning could not get the smell out.

The landlord says he lost half a month's rent because the new tenant's move-in was delayed to conduct cleaning and to replace the flooring.

The landlord testifies that the tenants' horse broke six fence posts and pushed down some wire. He says Mr. B.B. had agreed to fix them but never did. He obtained a "rough quote" of \$500.00 for their replacement.

The tenants say they did clean the premises. Ms. K.B. says she has her own Bissell rug shampooer and she used it on the carpets twice before leaving. She says the carpets would not dry because the landlord had failed to fix the heat.

The landlord says there was heat from an alternate heating system in the home.

Ms. D.B., the tenant Mr. B.B.'s mother, testified describing the cleaning she did on October 30 and 31. She says the carpets were damp but clean. She confirmed that the tenants had two dogs they kept in the house and two cats that used a cat door to enter and exit the home.

Analysis

The landlord has put himself in a very difficult position. He has neglected to conduct the mandatory move out inspection required of him by s.35 of the *Residential Tenancy Act* and prepare a report.

That report is meant to promote the parties to get together and record either their agreement or their disagreement about the state of the premises. In the case of disagreement, both the landlord and the tenant are on-site and can record the state of any item, either by the very common cellphone camera or by having others witness the state of the premises. When a mutual inspection does not occur a tenant can be put at a distinct disadvantage. He or she is usually foreclosed from investigating and producing evidence about the state of the premises at the move out, and, if a new tenant has moved in, the landlord can be at a disadvantage if the new tenant has cleaned or dirtied or altered the rental unit.

The landlord's self inflicted predicament is compounded by the fact that he has produced no objective evidence about the state of the premises, only opinions.

On the competing testimony, I am unable to decide whose testimony about the state of the rental unit is true or truer, the landlord's or the tenants' and their witness.

The fact that the tenants kept dogs in the house for some nineteen months raises a suspicion that the dogs urinated on the carpets, but a suspicion is not enough to justify an award.

The landlord's claim for cleaning and for floor renovation must be dismissed as not having been proved. It follows that his claim for rent loss due to the cleaning and floor renovation must also be dismissed.

The tenants did not dispute the landlord's claim about the fence posts during their testimony at this hearing. I therefore accept his uncontradicted evidence that the tenants' horse damaged six fence posts. The landlord's testimony about the cost of repair is very poor evidence but it is the only evidence before me. I therefore award the landlord \$500.00 for fence post repair.

Conclusion

The landlord is entitled to a monetary award of \$500.00 plus recovery of the \$100.00 filing fee. He will have a monetary award against the tenants in the amount of \$600.00.

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: June 15, 2017

Residential Tenancy Branch