



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 1, 2016 and ended on August 25, 2017. Rent of \$2,000.00 was payable monthly. At the outset of the tenancy the Landlord collected \$1,000.00 as a security deposit and \$300.00 as a pet deposit. The Parties mutually conducted a move-in and move-out inspection condition reports completed and copied to the Tenants. The Tenants provided their forwarding address on the move-out report.

The Landlord states that the Tenant left various damages to the unit and to the garage door. The Landlord states that the garage door was left with a large dent on the outside and a cut on the inside. The Landlord states that the door, new in 2013, is still operational. The Landlord claims \$720.00 and provides an estimate. The Landlord states that the repairs for the costs being claimed were not done. The Tenants state that they did not cause any damage to the garage door and that it was pre-existing. The Tenants state that this damage was not noted at move-in as they did not inspect the outside of the unit.

The Landlord states that the Tenants left the blinds damaged and claims \$211.68 for their replacement. The Landlord provides an estimate for the replacement costs and states that they have not been replaced. The Tenants do not dispute having caused the damage to the blinds.

The Landlord states that the Tenants removed a fire alarm. The Landlord claims \$28.54 and provides an estimate for the costs. The Landlord states that the fire alarm was replaced however the Landlord did not provide a copy of the receipt. The Landlord states that the receipt is in front of her at this hearing and that it sets out the paid cost of \$28.54 and is dated September 27, 2017. The Tenants agree that they removed a fire alarm.

The Landlord states that the Tenants damaged two toilet paper holders requiring their replacement by the Landlord. The Landlord claims \$73.88 and provides an estimate. The Landlord states that the holders were purchased for the costs claimed on September 27, 2017. The Landlord states that it was not able to obtain a better price on the toilet holders as the local store did not carry cheaper products of the same size requirement. The Landlord states that it only had help on September 27, 2017 to have them installed so the Landlord had to purchase the ones claimed. The Tenant state that the holders fell off during the tenancy and that they were left at the unit. The Landlord states that the brackets and other pieces were missing.

The Landlord states that the Tenants left a car top and despite given an opportunity to come and collect the car top the Tenants never did. The Landlord states that the Tenants left the carpet soiled with urine and that it had to be removed. The Landlord states that the Landlord hauled the items to the dump. The Landlord claims an estimated cost taken from the dump website of \$120.00. The Tenant states that they did collect the car top. The Tenant provides a photo of a car top and states that this photo is taken in front of their new residence. The Tenant states that the carpet was cleaned at move-out and provides a copy of the invoice. The Tenant states that they did not leave the carpet stained by urine and that the carpet had stained by a flood that occurred during the tenancy. The Landlord states that the Tenant's photo could be of another car top.

The Landlord states that the Tenants closed the hydro account effective July 31, 2017 and that the Landlord therefore had to pay for the hydro use for that month. The Landlord claims \$50.00 and provides no copy of the hydro bill.

The Landlord made no claim in its application or gave any evidence of a claim at the hearing for unpaid rent.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed and that costs for the damage or loss have been incurred.

Given that the undisputed evidence that there was no external inspection and considering the Tenant's evidence that they did not damage the garage door, I find on a balance of probabilities that the Landlord has not substantiated that the Tenants caused the damage claimed to the garage door. Further as the Landlord provided no evidence of having incurred any costs for either the door or other repairs as indicated on the estimate I find that the Landlord has not substantiated the claimed amount of \$720.00 and I dismiss this claim. As the Landlord provided no hydro bill I find that the Landlord has failed to substantiate the costs claimed and I dismiss this claim. Given the excessive amount claimed for the toilet roll holders, given that the Landlord provided no receipt for the costs claimed and considering the Tenants' evidence that they simply fell off, I find that the Landlord has not shown that the Tenants caused the damage claimed or that the Landlord incurred the costs claimed. I therefore dismiss this claim. As the Landlord provided no receipt or invoice for the dump fees and no evidence of the amount paid at the dump I find that the Landlord has not substantiated that the costs claimed were incurred and I dismiss this claim. As the Landlord made no claim in its application or gave any evidence of a claim at the hearing for unpaid rent I dismiss this claim.

As the Tenants have not disputed that they caused the damage to the blinds but considering that the Landlord has not incurred the costs claimed I find that the Landlord is only entitled to a nominal sum of **\$50.00** for the Tenant's breach. As the Tenants have not disputed removing the fire alarm I find that the Landlord has substantiated that the Tenants caused the damage claimed. Given the Landlord's detailed evidence of the receipt for the costs claimed I find that the Landlord has substantiated that the costs claimed were incurred. The Landlord is therefore entitled to **\$28.54**.

As the Landlord's claims have met with minimal success I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$50.00** for a total entitlement of **\$128.54**. Deducting this entitlement from the combined security and pet deposit plus zero interest of **\$1,300.00** leaves **\$1,171.46** owed to the Tenants.

Conclusion

I Order the Landlord to retain \$128.54 from the security deposit plus interest of \$1,300.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$1,171.46**. If necessary, 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: April 06, 2018

Residential Tenancy Branch