



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for a monetary order for damages to the unit, for an order to retain the security deposit in full satisfaction of the claim and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on March 1, 2017. Rent in the amount of \$1,150.00 was payable on the first of each month. The tenants paid a security deposit of \$575.00. The tenancy ended on October 31, 2017.

The landlord claims as follows:

| | | |
|----|--------------------|----------|
| a. | Clean refrigerator | \$ 20.00 |
| b. | Clean oven | \$ 25.00 |
| c. | Yard clean up | \$ 20.00 |
| d. | Garbage removal | \$ 80.00 |

| | | |
|----|---|------------------|
| e. | Nine (9) damage blinds | \$148.66 |
| f. | Removal and installation total of 4 hours | \$ 52.00 |
| g. | Cleaning windows | \$ 25.00 |
| h. | Cleaning bathroom | \$ 50.00 |
| | Filing fee | \$ 100.00 |
| | Total claimed | \$ 520.66 |

At the outset of the hearing the tenants agreed that they are responsible for items a, b, c, and d as shown above.

The landlord testified that the tenants caused damage to nine blinds, which they had to be replaced. The landlord stated that they did not provide photographs of the damage. The landlord seeks to recover the cost of the blinds in the amount of \$148.66. Filed in evidence is a receipt.

The landlord testified that it took one hour to remove the broken blinds and the hardware, and it took three hours to install. The landlord seeks to recover the removal and installation cost for four hours at the rate of \$13.00 per hour in the amount of \$52.00.

The landlord testified that the tenants did not clean the windows or the bathroom at the end of the tenancy. The landlord stated that they do not have any photographs. The landlord seeks to recover the cost of cleaning in the amount of \$75.00.

The tenants testified that they acknowledge that they broke four of the blinds and are responsible for the cost. The tenants disagreed that they caused damage to the other five blinds.

The tenants testified that they cleaned the windows and the bathroom and deny they were left dirty.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

The tenants agreed that they are responsible for items a, b, c, d. Therefore, I find the landlord is entitled to recover the cost in the amount of **\$145.00**.

The evidence of the landlord was that the tenants caused damage to nine blinds. The landlord provided no supporting evidence such as move-in or move-out condition inspection report or photographs.

The evidence of the tenant was that they damaged four blinds and are responsible for the cost. The tenants deny they cause damage to the other five blinds. I find the landlord has failed to prove the tenants caused damage to nine blinds. However, as the tenants admitted they damaged four of the blinds, I find the landlord is entitled to recover the cost of four blinds, plus taxes in the amount of **\$86.87**

I accept the tenants caused damage to four of the blinds, I find the landlord is entitled to recover a portion of the removal and installation cost in the total amount of **\$23.10**.

The evidence of the landlord was the tenants left the windows and bathroom dirty. The tenants deny they left these items dirty. I find the landlord has failed to provide any supporting evidence to support their version, such as photographs. Therefore, I dismiss this portion of the landlord's claim.

I find that the landlord has established a total monetary claim of **\$274.97** comprised of the above described amounts and the \$100.00 fee paid for this application.

I authorize the landlord to retain the amount of **\$274.97** from the security deposit of **\$575.00** in full satisfaction of the claim.

I order the landlord to return to the tenants the remainder of the security deposit in the amount of **\$300.03**. I grant the tenants an order under section 67 of the Act for the balance due of their security deposit.

Should the landlord fail to return the balance due to the tenants. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlord is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim. The tenants are granted a monetary order for the balance due of their security deposit.

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 14, 2018

Residential Tenancy Branch