



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDL-S

FFT, MNCT, MNSD

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$1400 for damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$1927.43
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

The landlord testified he had photographs and documents that he failed to submit to the Residential Tenancy Branch and to the Tenant. He had intended to drop his claim against the Tenant (he held \$1400 in deposits) and only received the Tenant's claim a short time ago and there was insufficient time to serve the documents. I determined it was appropriate to proceed with both hearings as the Tenant's claim was either not disputed or was dependent on the success of the landlord's claim (i.e. the tenants are entitled to the return the security deposit/pet damage deposit if the landlord's claim is less than the amount held by the landlord).

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resided. :

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the tenant is entitled to a monetary order and if so how much?
- e. Whether the tenant is entitled to recover the cost of the filing fee.

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 6, 2017 and end on April 30, 2018. The rent was \$1400 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$700 and a pet damage deposit of \$700 for a total of \$1400 at the start of the tenancy.

The tenancy ended on April 30, 2018.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

The evidence presented by the landlord was insufficient to prove many of his claims. He filed a Condition Inspection Report. However, the Tenant disputes much of the claims for damage made in that report. The landlord failed to produce photos of the alleged damage or quotations for the work to be done. Much of the repair work has not been started.

.Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$180 for the cost of carpet cleaning. The landlord produced a bill to support this claim. I am satisfied the landlord is entitled to this claim.
- b. The landlord claimed \$1800 for the cost to replace the carpets. The incoming Condition Inspection Report indicates that the condition of the carpets was "fair." The landlord testified the tenant's pets have damaged the carpets. The carpets have not been replaced. The landlord failed to provide evidence in the form of photos or a quotation for the cost of the carpets. The tenant acknowledged her pets may have caused some

additional damage but disputes the amount claimed by the landlord. Policy Guideline 40 states the expected life of an interior carpet is 10 years. The landlord testified the carpet is 7 years old. I determined the landlord is entitled to \$200 for the additional damage to the carpet caused by her pets.

- c. I dismissed the landlord's claim for the cost to repair the wood stove. The landlord has not made the repairs. The tenant testified there was a problem with a gasket in the stove and the pre-existed their tenancy. The landlord failed to prove that the tenants are responsible for this alleged damage and if so how much the loss is.
- d. The landlord failed to prove he is entitled to compensation for damage to the hardwood floor or the cement basement floor. He failed to provide sufficient evidence as to the quantum of loss.
- e. The landlord testified the tenant allowed the propane to run out. It will cost \$200 to hire a technician to get the propane heater working because the tenants failed to keep the propane tank sufficiently filled. This work has not been done. I determined this is a reasonable estimate of the loss and the landlord has established this claim.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$580 plus \$100 filing fee for a total of \$680.

Security Deposit

I determined the security deposit and pet damage deposit totals \$1400. I determined the landlord is entitled to retain \$680. I further determined the tenants are entitled to the balance of this in the sum of \$720.

Monetary Order and Cost of Filing fee

With regard to each of the Tenants' claims I find as follows:

- a. I determined the Tenants are entitled to \$720 which is the balance of the security deposit and pet damage deposit after the landlord's claim has been deducted.
- b. I determined the Tenants are entitled to \$527 for the cost of propane that was delivered to the landlord's property. The tenants did not use this propane and the landlord is obliged to reimburse the tenants for this amount.

I ordered the landlord(s) to pay to the tenant the sum of \$1247 plus the sum of \$100 in respect of the filing fee for a total of \$1347.

Conclusion

I ordered that the landlord was entitled to retain \$680 of the security deposit/pet damage deposit. I further ordered that the landlord pay to the Tenants the sum of \$1347 for the return of the balance of the security deposit/pet damage deposit plus the cost of the propane purchased by the Tenants. .

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: July 19, 2018

Residential Tenancy Branch