



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

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 landlord confirmed receipt of all evidence submitted by the tenant. The tenant stated that they did not receive the video that landlord stated they filed in evidence.

In this case, the landlords were ordered in the interim to decision to provide all evidence they wish to rely upon at the hearing. The landlords were also order that they must contact the tenant to ensure any video evidence was viewable. Since the landlords did not follow my instruction by contacting the tenant. I have excluded any video evidence filed by the landlords from this hearing.

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

Are the landlords entitled to monetary compensation for unpaid rent?

Are the landlords entitled to monetary compensation for damages?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on April 27, 2018. Rent in the amount of \$1,250.00 was payable on the first of each month. The tenant paid a security deposit of \$600.00 and a pet damage deposit of \$600.00 (the "Deposit"). The tenancy ended on or about January 17, 2019.

The parties agreed a move-in condition inspection report was completed. The tenant stated there was a conflict at the move-out condition inspection and they left.

The landlords claim as follows:

a.	Unpaid rent for January 2019	\$1,250.00
b.	Blind replacement	\$ 251.94
c.	Main entrance lock	\$ 77.26
d.	Shower curtain rod	\$ 194.88
e.	Carpet cleaning	\$ 249.85
f.	Glass repair (French door)	\$ 159.03
g.	Stain remover, light bulbs	\$ 69.11
h.	Oven cleaner	\$ 10.07
i.	Cleaning	\$ 230.15
j.	Labour painting	\$ 340.00
k.	Filing fee	\$ 100.00
	Total claimed	\$2,932.29

Unpaid rent for January 2019

The landlord testified that the tenant did not pay rent for January 2019, and was served with a notice to end tenancy. The landlord seeks to recover unpaid rent in the amount of \$1,250.00.

The tenant testified that the landlord served them with a notice to vacate and they should not be entitled to full rent.

Blind replacement

The landlord testified that the tenant had damaged the blinds during the tenancy. The landlord stated that the tenant agreed that they would be replaced prior to the tenancy

ending. The landlord stated that they seek to recover the cost of the blinds in the amount of \$251.94. Filed in evidence is an online price of blinds.

The tenant testified that they are responsible for the damage to the blinds. The tenant stated that the blinds the landlord purchased are a better quality than the ones that were in the rental unit. The tenant stated that the actual replacement cost for the same blinds is the amount of \$183.71, plus taxes. Filed in evidence is a copy of an online price of blinds.

The landlord argued that they are not a better quality. The landlord stated that they purchased what was available at the time.

Main entrance lock

The landlord testified that the tenant was provided two sets of keys at the start of the tenancy. The landlord stated that at the end of the tenancy only one set was returned. The landlord stated that as a result they had to have the main entrance lock changed. The landlords seek to recover the cost of the lock in the amount of \$77.26. Filed in evidence is a copy of an online price of blinds.

The tenant testified that both set of keys were returned to the landlord.

Shower curtain rod

The landlord testified that the shower curtain rod was damaged by the tenant damaging to the joint from pulling on the curtain road. The landlord seeks to recover the cost of \$194.88. Filed in evidence is a copy of an online price of blinds.

The tenant testified that the shower rod was made of a hard PVC pipe. The tenant stated that they did not cause any damage to the rod that was above normal wear and tear. The tenant stated the curtain rod that was purchased by the landlord for a replacement was made of metal and is a greater quality than what was in the rental unit.

The landlord argued that it is the same curtain rod that was in the rental unit.

Carpet cleaning

The landlord testified that they had to clean the carpets as they had bad urine stains. The landlord stated that they had their own carpet cleaning; however, they could not

remove the stains and they had to pay to have them professionally cleaned. The landlord seeks to recover the amount of \$249.85. Filed in evidence are photographs and an email between the landlord and the cleaning company.

The tenant testified that they had the carpets cleaned at the end of the tenancy. Filed in evidence are photographs and an invoice. The tenant stated that the email provided by the landlord is not a receipt.

Glass repair (French door)

The landlord testified that they had to have the glass repaired on the french door. The landlord stated that the tenant would slam the door, which they had spoken to the tenant on this issue. The landlord stated that because the tenant was slamming the door it caused the seal of the glass to break, causing the window to fog up from moisture.

The tenant testified that during their tenancy there was never any moisture in the door. The tenant stated that the photograph the landlords have submitted as evidence simply looks like there is rain on the outside of the window.

Stain remover, light bulbs

The landlord testified that there were eight light bulbs out at the end of the tenancy which they had to replace. The landlord stated that they had to buy stain remover.

The tenant testified that there may have been one or two lights burnt out; however, at the end of the tenancy all the lights were turned on and off by the landlord

Cleaning

The landlord testified that the tenant did not leave the rental unit reasonably clean. The landlord stated that they had to clean the trim, stove, and under the refrigerator. The landlord stated that the floors needed to be cleaned and the claw foot bathtub was extremely dirty. The landlord stated that it took three of them to clean and seek compensation in the amount of \$230.15. Filed in evidence are photographs.

The tenant testified that they pay to have cleaners clean the rental unit and everything was spot less. The tenant stated that the bathtub was not in good shape and it looks

like the landlord had it refinished. Filed in evidence are photographs. Filed in evidence is a quote for cleaning.

Labour painting

The landlord testified that there were holes in the walls, wax on the wall and scratched and dents in the wall. The landlord stated the walls need to be mudded, sanded and then repainted. The landlord stated the rental unit was freshly painted when the tenant moved in. Filed in evidence are photographs.

The tenant testified that they did not cause any damage to the walls. The tenant stated that they took photographs on January 14, 2019, right after the cleaners were there. Filed in evidence are photographs.

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.

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.

Unpaid rent for January 2019

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In this matter, the tenant did not pay rent for January 2019, and was served with a notice to end the tenancy. I find the tenant breached section 26 of the Act. The landlord is entitled to be in the same position as if the tenant did not breach the Act. I find the landlords are entitled to recover unpaid rent in the amount of **\$1,250.00**.

Damages

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.

Blind replacement

I accept the evidence of the landlord that the tenant caused damaged to the blinds and agreed to have them replaced. This is supported by the documentary evidence.

However, I am not satisfied on the online documents submitted by the landlords as they do not show proof of purchase or payment. Therefore, I find the landlords are entitled to the lower amount of **\$205.75**

Main entrance lock

The evidence of the landlord was that the tenant was provided two sets of keys at the start of the tenancy and only one set was returned. The evidence of the tenant was that both set of keys were returned.

In this case, the tenant did not stay to complete the move-out condition inspection as required by the Act, which would note on the report if the keys were returned.

However, I am not satisfied that the landlords actually incurred a cost. The landlords have provided a copy of an online document for proof of purchase; however, this is not an invoice, it is simply a picture of an item online, which does not show it was actually purchased. No proof a payment or an official receipt was provided. I find the landlords have not provided sufficient evidence to support the amount claim. Therefore, I dismiss this portion of the landlords' claim.

Shower curtain rod

I am not satisfied that the tenant caused damage to the curtain rod that was above normal wear and tear. The photographs provided do not show any significant damage.

The landlords have also provided a copy of an online document for proof of purchase; however, this is not an invoice, it is simply a picture of an item online, which does not show it was actually purchased. No proof a payment or an official receipt was provided. I find the landlords have not provided sufficient evidence to support the amount claim. Therefore, I dismiss this portion of the landlords' claim.

Carpet cleaning

I accept the landlord evidence that there was some staining on the carpets; however, I am not satisfied the landlords actually paid to have the carpets professionally cleaned. The landlords provided an email from a cleaning company; however, it is a quote, not proof of payment. I find the landlords have failed to provide sufficient evidence. Therefore, I dismiss this portion of the landlords' claim.

Glass repair (French door)

I am not satisfied that the tenant caused damage to the french door, by slamming, causing the seal to be broken. There are many ways for a seal between windows to break. Therefore, I dismiss this portion of the landlords' claim.

Stain remover, light bulbs

I am satisfied that there were light bulbs out at the end of the tenancy. The tenant did not deny there may have been a couple burn out; however, all lights were turned on at the end of the tenancy.

However, I am not satisfied that the landlords have proven eight lights bulbs were burnt out. Therefore, I find the landlords are entitled to recover a nominal amount for the burnt out lights in the amount of **\$20.00**.

I am not satisfied on the cost of the stain remover, as the landlord provided sufficient evidence at the hearing. Therefore, I dismiss this portion of the landlords' claim.

Cleaning

I have reviewed all photographs submitted by the parties. I find the photographs do not support the rental unit was left unreasonably clean. While I accept there may have been minor deficiencies, however, in the totality the rental unit was left reasonable clean as required by section 38 of the Act.

While I accept the landlord did cleaning, that is not uncommon as it is to bring the unit to a higher standard than the Act required. Therefore, I dismiss this portion of the landlords' claim.

Labour painting

I am not satisfied that the tenant caused damage to the walls that were above normal wear and tear. The landlords' photographs do not show any significant damage. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$1,575.75** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the security deposit of **\$600.00** and pet damage deposit of **\$600.00** in partial satisfaction of the claim and I grant the landlords an order under section 67 of the Act for the balance due of **\$375.75**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlords are granted a monetary order and may keep the security deposit and pet damage deposit in partial satisfaction of the claim and the landlords are granted a formal order for the balance due.

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 17, 2019

Residential Tenancy Branch