



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by third party personal delivery on June 29, 2019. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation and if so how much?

Background and Evidence

This tenancy started on September 28, 2017 as a 1 year fixed term tenancy with an expiry date of October 1, 2018. Rent was \$1500.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$750.00 and a pet deposit of \$750.00 at the start of the tenancy. The Tenant said the Landlord returned the full security and pet deposits. The tenancy ended on October 27, 2018. The Landlord and Tenants agreed no move in or move out condition inspection reports were completed for this tenancy.

The Landlord said he did not complete a move in or move out condition inspection report, but he did submit photographs and an witness affidavit to show the condition at the start of the tenancy and the damage the Tenant did.

The Landlord said his total damage claim is \$3,163.99. His claim includes \$146.72 to replace the glass in a wood burning stove, \$288.52 in unpaid propane used by the Tenants, carpet cleaning of \$661.51, yard maintenance during the tenancy of \$737.75, fuel for the yard maintenance of \$100.00, cleaning the house and hauling garbage in the amount of \$1,200.00 and the replacement of a screen on a door in the amount of \$29.49. As well the Landlord requested to recover the \$100.00 filing fee from the Tenants.

The Landlord continued to say the Tenant's daughter cut the screen in the door and the Tenant said she would replace it but the Tenants did not. The Landlord submitted a receipt for \$29.49 to repair the screen. The glass in the stove broke during the tenancy and the Landlord said the stove repair person said it was most likely due to abuse to the stove. The Landlord submitted a receipt for \$146.72 for the glass repair. Further the Landlord said the Tenants did not maintain the yard during the tenancy so he did the maintenance and he estimated his time at \$737.75 and \$100.00 for fuel. The Landlord continue to say the Tenant left the propane tank empty and it was 20% fuel when the tenancy started so the Landlord calculated the cost of 20% to fill the propane tank at \$288.52 and he submitted receipts to support his claim.

The Landlord said the remainder of his claim is for cleaning and hauling garbage and debris to the dump. The Landlord said he paid a professional carpet cleaner to clean the carpets as the carpets were not cleaned when the Tenants moved out. The Landlord submitted a paid receipt for \$661.51. Further the Landlord said his wife spent 5 days cleaning the unit and he is requesting \$100.00 per day for a total of \$500.00 for house cleaning. In addition to the house cleaning the Landlord said he took 7 truck loads of garbage and debris to the dump and paid a helper \$300.00 (cash no receipt) to clean the outside and remove the junk the Tenants left in the rental unit. The Landlord said he is requesting \$700.00 for cleaning and hauling debris and garbage. To support his claim the Landlord submitted photographs with detailed descriptions of the rental unit at the end of the tenancy, paid receipts for repairs, message between the Tenants and the Landlord and a affidavit corroborating the Landlord's testimony that the rental unit was in good condition at the start of the tenancy.

The Tenants responded to the Landlord's application by saying the tenancy was very difficult for them as the Landlord lived in the suite above the garage and it was difficult to have the Landlord on the property. The Tenants said they agree to the Landlord staying there but they thought it was for 2 months only and the Landlord stay in the summer for longer periods of time. The female Tenant agreed they were to fix the screen door and did not do it and she said they would pay for it. Further the Tenants said the glass in the stove broke during the tenancy, but they don't know what happened. As well, the male Tenant said the propane tank was empty when they left the unit and there was approximately 20% in the tank at the start of the tenancy. The female Tenant said she had a carpet cleaner and did the carpets at the end of the tenancy and the carpets had a few stains on them at the start of the tenancy. The

Tenants disagreed with the Landlord's carpet cleaning claim. The Tenants did not provide any evidence to support their claim that the carpets were cleaned at the end of the tenancy. The Tenants agreed they left the unit in a hurry and left debris and garbage in the rental unit, but the female Tenant said that the couch in the truck in the Landlord's photograph was the Landlord's couch, so some of the garbage hauled to the dump was the Landlord's. Further the Tenants said the Landlord did the yard maintenance without asking them and he never mentioned it was an issue or he should be paid for it. The Tenants said as the Landlord did this on his own and they disagree with his claim of \$737.75 for his time and \$100.00 for fuel.

In closing the Tenants said the Landlord continually harassed them and lived in the suite in the garage during the tenancy, there were no condition inspections done during the tenancy, when they were evicted they were afraid of the Landlord so they left in a hurry and did not clean the rental unit completely. The Tenants said they disagree with the Landlord's claims.

The Landlord said in closing the suite above the garage and the garage were not part of the tenancy, although the Tenants were allowed to store things in one bay of the garage. Further the Landlord said he has submitted photographs, messages and a witness affidavit that the unit was in good condition at the start of the tenancy to support his claims. The Landlord said the Tenants left the unit in poor condition and his claims to clean and repair the unit are reasonable.

Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit. In this situation the Tenants gave affirmed testimony that they damaged the screen door and will pay to have it fixed. Further the glass in the wood stove broke during the tenancy and they said they don't know what happened to it. I find that the Tenants' are responsible for \$29.49 to repair the screen door. With regards to the glass in the wood stove there was no corroborative evidence submitted to prove how the glass broke; therefore I dismiss the Landlord's claim of \$146.72 for the broken glass in the wood stove.

Further Section 26 of the Act says Tenants must pay rent when rent is due and unpaid utilities are treated as unpaid rent 30 days after a tenant receives the unpaid utility invoices. From the male Tenant's testimony the propane tank was empty at the end of the tenancy and 20% full at the start. I find that the Tenants are responsible for the propane invoice for 20% of the propane tank fill in the amount of \$288.52.

Section 37 of the Act says: Leaving the rental unit at the end of a tenancy

37 (1)Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2)When a tenant vacates a rental unit, the tenant must

(a)leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b)give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept the Landlord testimony and photographic evidence that the rental unit was not left reasonably clean and undamaged at the end of the tenancy. This was also confirmed by the female Tenant who said they left in a hurry and they did not clean the rental unit completely. Consequently, I find for the Landlord and award the landlord \$661.51 for carpet cleaning and \$500.00 for the Landlord's wife's time to clean the unit. With respect to the Landlord's claim of \$700.00 to clean and haul debris and garbage to the dump, I find this excessive and the Landlord did not provide a paid invoice for the \$300.00 for hire help; therefore I am reducing this claim to \$350.00.

With regard to the Landlord's claim for yard maintenance, I find this was done during the tenancy and the Landlord did not address it as an issue in the tenancy; therefore I dismiss this claim in the amount of \$737.75 for labour and \$100.00 for fuel.

As well, as the Landlord was partially successful in this matter I order the Landlord to recover the filing fee of \$100.00 from the Tenants. A monetary order will be issued to the Landlord for the following amount.

Screen door repair	\$ 29.49
Unpaid propane	\$ 288.52
Carpet cleaning	\$ 661.81
House cleaning	\$ 500.00
Garbage hauling	\$ 350.00
Filing fee	<u>\$ 100.00</u>
Total	<u>\$1,929.82</u>

Conclusion

A Monetary Order for \$1,929.82 has been granted to the Landlord. The order must be served on the Respondents and is enforceable through the Provincial Court of British Columbia (small claims court) 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: October 10, 2019

Residential Tenancy Branch