



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL and MNSDB-DR, FFT

### Introduction

On September 14, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to request a Monetary Order for damages to the rental unit, and to be compensated for the filing fee.

On September 16, 2020, the Tenants submitted an Application for Dispute Resolution under the Act to request a Monetary Order for the return of the security deposit, and to be compensated for the cost of the filing fee. The Tenants’ Application was crossed with the Landlord’s Application and the matter was set for a participatory hearing via conference call.

### Issues to be Decided

Should the Landlord receive a Monetary Order for damages, in accordance with section 67 of the Act?

Should the Landlord be authorized to apply the security deposit to the claim, in accordance with sections 38 and 72 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Should the Tenant receive a Monetary Order for the return of the security deposit, in accordance with section 38 and 67 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on June 1, 2015 and continued as a month-to-month tenancy. The rent was \$1,912.00 and due on the first of each month. The Landlord collected a security deposit in the amount of \$875.00 and a pet damage deposit in the amount of \$875.00. The Landlord returned \$1,685.00 of the security deposit to the Tenants and is currently holding \$65.00 of the security deposit to apply to their claim.

Both parties agreed that a move-out condition inspection report was conducted on August 30, 2020, that a blind was noted as broken on the report, that the Tenants did not take responsibility for the broken blind, and that the parties signed the move-out condition inspection report.

The Landlord testified that during the move-out inspection, a blind in the third bedroom of the rental unit was broken. The Landlord submitted the condition inspection report and pointed out that the report showed the blind in good condition upon move-in and broken upon move-out. The Landlord stated there was a broken string on the blind and that it could not be pulled-up properly. The Landlord acknowledged that the blind was not new when the Tenants moved into the rental unit in 2015.

The Landlord estimated the cost of a replacement blind in the amount of \$65.00 and returned the balance to the Tenants after the Tenants applied for dispute resolution for the return of their security deposit. The Landlord submitted an invoice and has asked for compensation for the replacement cost of the blind in the amount of \$81.76.

The Tenants stated that the blinds were not new and estimated them to be at least 8 years old when they moved into the rental unit, based on their "not in the best" condition. The Tenants stated that they pointed out the deteriorating blind to the Landlord during the move-out inspection and noted that the blind was still working, but that the string was compromised.

The Tenants submitted that they took very good care of the rental unit and that age and regular wear and tear is the cause of the deteriorating blind and that they should not be responsible for the replacement cost.

### Analysis

Section 67 of the Act establishes that if damage or loss results from a tenancy, an arbitrator may determine the amount of that damage or loss and order the responsible party to pay compensation to the other party. In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

*Residential Tenancy Policy Guideline #1* addresses “reasonable wear and tear” and refers to it as natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

I accept the Landlord’s evidence that the blind in question was not working properly at the end of the tenancy. However, I find that the Landlord failed to provide sufficient evidence that the blind was not working at the end of the five-year tenancy due to the Tenants’ violation of the Tenancy Agreement or contravention of the Act. There is no evidence in front of me that the Tenants did not use the blind in a reasonable fashion. I find it is reasonable that a blind, one which all parties agreed was over five years old, was not working at the end of the tenancy due to normal wear and tear.

As a result, I find that the Landlord has failed to provide sufficient evidence to support their monetary claim of \$81.76. As such, I dismiss the Landlord’s Application without leave to reapply.

The Landlord withheld \$65.00 of the Tenants security deposit and I order the Landlord to return the full amount of the security deposit to the Tenant within 15 days of receiving this Decision.

I accept that the Tenants have received \$1,685.00 of the total \$1,750.00 security and pet damage deposits. I have authorized the return of the remaining \$65.00 to the Tenants from the Landlord.

I find that the Tenants' Application has merit and that the Tenants are entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

Conclusion

I grant the Tenants a Monetary Order for the amount of \$165.00, which includes \$65.00 for the balance of the security deposit and \$100.00 in compensation for the fee paid to file this Application, in accordance with sections 38 and 72 of the Act.

In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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: January 06, 2021

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Residential Tenancy Branch