



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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 damages to the unit and to recover the cost of 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 tenant confirmed they received the landlords’ evidence. The tenant confirmed they did not submit any evidence. Both parties confirmed they were not making any prohibited recording of the 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.

Issue to be Decided

Are the landlords entitled to a monetary order for damages to the rental unit?

Background and Evidence

The parties agreed that the tenancy began on January 1, 2018. Rent in the amount of \$8,000.00 was payable on the first of each month. The tenants paid a security deposit of \$4,000.00. The tenancy ended on June 15, 2020. The security deposit was dealt with at a previous.

The parties agreed a move-in and move-out condition inspection report was completed.

The landlords claim as follows:

a.	Damage to floor	\$ 378.00
b.	Drape Cleaning	\$ 436.89
c.	Supplies and light bulbs	\$ 60.00
d.	Replaced damaged drapes	\$ 941.68
e.	Filing fee	\$100.00
	Total claimed	1,916.57

Damage to floor and Drape Cleaning

At the outset of the hearing the tenant agreed that they are responsible for the drape cleaning and they had agreed to the cost of the floor, as a good will gesture.

Supplies and light bulbs

The landlord's agent testified that almost all the light bulbs were burnt out in the garage. The agent stated that the landlord seeks to recover the light bulbs and the cost of installation in the amount of \$60.00.

The tenant testified that had issue with the lights in the garage during their tenancy and they would flicker or just go out. The tenant stated that they were told during the tenancy that the landlord would take care of the problem. The tenant stated that they believe the original bulbs were faulty and that they were a commercial light and they were not available in the store.

The landlord's agent responded that they did receive complaints that the lights would flicker and not very bright, and the tenants were asked to change them. The agent stated that the bulbs just need to be replaced and there were no issues with the blasters. The agent stated that the bulbs are normal florescent and are easily available to purchase.

Replaced damaged drapes

The landlord's agent testified that the tenants caused damage to the drapery as there was a rust mark or crayon mark on the drapery that did not come out when they had them cleaned.

The landlord's agent testified that they do expect some wear and tear, as it possible for the drape to be pinched in the door frame; however, this goes beyond normal wear and tear. The agent stated that the drapery has not yet been replaced; however, the landlord seeks to recover the estimate replacement value in the amount of \$941.68.

The tenant testified that they do not know how the mark got on the drapery. The tenant stated they did not cause any damage to the drapery by their actions or neglect. The tenant stated when they did the move-in condition inspection it was approximately ten minutes long and the agent at the time had the form filled in. The tenant stated they did not go over each and every drapery to ensure there were no marks. The tenant stated that the move-out condition inspection report was completed by a different person and it was more in depth.

The landlord's agent argued that the move-in condition inspection has the same amount of detail as the move-out condition inspection report.

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 landlords have 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.

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.

Damage to floor and Drape Cleaning

At the outset of the hearing the tenant agreed that they are responsible for the drape cleaning and they had agreed to the cost of the floor. Therefore, I find the landlord is entitled to recover the cost to clean the drapery and the damage to the floor in the total amount of **\$814.89**.

Supplies and light bulbs

In this case, the tenant's reported problems with the lights in the garage flickering and not working during the tenancy and at the end of the tenancy they were not working and found to be burnt out. While I accept the tenants are responsible to replace the lights during the tenancy; however, I am not satisfied they were installed properly or even that light bulbs were not faulty. Therefore, I dismiss this portion of the landlords' claim.

Replaced damaged drapes

In this case, I accept there was a small rust mark on the drapery. However, there was no evidence that this was caused by the tenants' actions or neglect of the tenants. This simply can be normal wear and tear under reasonable use, when white drapery is hung by a door.

Further, even if it was damaged, I would have to consider the useful life span of the drapery as set out in the Residential Tenancy Branch Policy Guideline 40 to determine the depreciated value at the time of replacement. The drapery has not been replaced and is being used by the new renter almost one year after the tenancy ended. I find the

landlord has failed to prove that they have suffered a loss. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$914.89** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlords an order under section 67 of the Act in the above noted amount.

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

Conclusion

The landlords are granted a monetary order in the amount of \$914.89

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*.

Date: May 19, 2021

Residential Tenancy Branch