



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on December 1, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit; and,
- to recover the cost of the filing fee.

The Landlord and Tenant both attended the hearing. All parties provided affirmed testimony. The Tenant confirmed she received the Notice of Dispute Resolution Proceeding from the Landlord by registered mail. However, it was missing a couple of pages (fact sheets etc). The Tenant was willing and able to proceed with the application in the absence of receipt of those documents.

The Landlord stated he sent his evidence by email but was unclear on the date. The Tenant denied receiving any evidence from the Landlord via email. Both parties confirmed, in the hearing, their email addresses, and confirmed that they had previously agreed, in writing, to serve each other with documents via email. However, the Landlord provided no corroborating evidence as to what he sent in this email, and when. Given this lack of information, and the fact that the Tenant stated she never received it, I decline to deem this evidence has been sufficiently served. I find there is insufficient evidence to show the Landlord has served the Tenant with his evidence, in accordance with the Rules and the Act. I find the Landlord's evidence is inadmissible.

The Tenant stated she also sent her evidence via email to the Landlord, at the agreed upon address, on November 21, 2022. Although the Landlord denied getting this

package, the Tenant was able to provide screenshots and proof of what was attached to that email. Pursuant to section 88(j) of the *Act* and section 43(1) and 44 of the *Regulations*, I find the Landlord received the Tenant's evidence package by email on November 24, 2022.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

As per the Tenancy Agreement provided into evidence, the tenancy started around December 1, 2018. Neither party spoke to whether or not there was a move-in inspection, nor was a copy of any move-in inspection report provided into evidence. The parties both agree that the tenancy ended on August 28, 2022, the date the move-out condition inspection was completed. A copy of the move-out condition inspection report was provided into evidence by the Tenant.

The Landlord is requesting compensation for the following items:

- 1) \$369.50 – Bedroom Blind Replacement

The Landlord stated that this amount is comprised of \$240.80 for the cost of the blind, plus some amounts for labour and gas to perform the work.

The Tenant stated acknowledged that she damaged several of the slats in the blinds in this room, and was willing to pay for some of the repairs. However, the Tenant feels the Landlord's quote is not fair, since he did not need to replace the whole blind system, and only needed to replace a couple of slats.

- 2) \$12.50 – ½ hour labour to clean behind fridge and stove
- 3) \$37.50 – 1.5 hour labour to clean blinds

The Landlord stated that the Tenant failed to clean behind the fridge and the stove. The Landlord stated he found a can of sardines under the fridge which prevented him from being able to roll the fridge out during the move-out inspection. The Landlord stated he paid someone \$25.00 an hour for a ½ hour to clean under the fridge and stove.

The Landlord also stated the Tenant failed to clean her blinds in the remainder of the rental unit, and so he paid someone \$37.50 (1.5 hours) to do this.

The Tenant denies that she left dirt or debris under the stove or fridge, as alleged. The Tenant stated that the Landlord never pulled out either of those appliances at the move-out inspection, and these items were not noted as issues at that time, or until this dispute was filed. The Tenant also stated that she cleaned the blinds, and does not feel she should have to pay for them to be cleaned again. The Tenant pointed to the move-out condition inspection report to show the blinds were in good condition and no issues were noted at that time.

4) \$100.00 – living room blinds replacement slats

The Landlord stated that the Tenant damaged 10-15 different slats in the blinds, and they appeared to be “chewed”. The Landlord stated that this is what it will cost to replace those slats. However, no corroborating evidence was provided by the Landlord for this item.

The Tenant denies that she caused any damage to the blinds, and pointed to the move-out inspection and the video of the blinds taken at move-out, to show the blinds were in good condition.

Analysis

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

The Landlord is requesting compensation for the following items:

1) \$369.50 – Bedroom Blind Replacement

The Tenant stated acknowledged that she damaged several of the slats in the blinds in this room, and was willing to pay for some of the repairs. However, she is not okay with the amount the Landlord is seeking on this item. Given the Tenant acknowledges that she caused damage to the blinds in this room, I find she ought to be liable for some of this item. However, it is difficult to determine what amount is reasonable, since the Landlord has failed to submit any admissible documentary evidence to show and corroborate the costs.

I note that an arbitrator may award compensation in situations where establishing the value of the damage or loss is not as straightforward:

“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

In this case, I find a nominal award is appropriate, and I award \$100.00 for this item.

- 2) \$12.50 – ½ hour labour to clean behind fridge and stove
- 3) \$37.50 – 1.5 hour labour to clean blinds

I have reviewed the testimony and evidence on this matter. I find the Landlord has failed to provide sufficient evidence that the Tenant failed to clean behind the fridge/stove, or the blinds. I note these items are not included in the move-out inspection report, and the Tenant denies leaving these items dirty. I dismiss these items in full.

- 4) \$100.00 – living room blinds replacement slats

I have reviewed the testimony and evidence on this matter, and I find the Landlord has provided insufficient evidence showing that it was the Tenant who caused the above noted damage to the living room blinds. There is no documentary evidence from the Landlord to demonstrate this issue, nor is there a sufficient explanation as to how this amount was estimated. I dismiss this item, in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was partially successful with his application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to \$200.00.

Conclusion

The landlord is granted a monetary order in the amount of **\$200.00**, as specified above. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: December 2, 2022

Residential Tenancy Branch