



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. Neither Party raised any issue with receipt of the other’s documentary evidence referred to herein.

### **Issue(s) to be Decided**

Is the Landlord entitled to the compensation claimed?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

### **Background and Evidence**

The following are agreed facts: the tenancy under written agreement started on November 1, 2020 and ended on May 31, 2022. During the tenancy rent of \$1,600.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit and \$800.00 as a pet deposit. The Landlord returned \$669.42 of the combined security and pet deposits to the Tenants and retains \$930.58. The addendum to the tenancy agreement provides that the tenant shall

comply with the strata bylaws and rules and another section provides that the Tenants shall make no alterations.

The Landlord states that the Tenants were given a copy of the bylaws and rules at the outset of the tenancy and as changes were made. The Tenant states that the Landlord never provided copies of the bylaws and rules and that the Tenant had to obtain them from the Strata.

The Parties agree that during the tenancy the Tenant made alterations to the plumbing. The Landlord states that they conducted an inspection for a cost of \$178.50 but that the Strata wanted their own inspection done. The Landlord states that the strata inspection produced the same results as the Landlord. The Landlord claims the Strata inspection costs of \$225.75 and provides an invoice.

The Landlord states that they agreed that the Strata obtain the plumber to carry out the repairs as the costs quoted seemed reasonable. The Landlord did not obtain any other quotes to substantiate the reasonableness of the cost. The Landlord claims the repair costs of \$384.83 and provides an invoice.

The Tenant states that prior to the inspections by the Strata the city also did an inspection with the same inspection outcome and that the Tenant should not be responsible for the inspection cost claimed. The Tenant does not dispute that the alterations were made by the Tenant but argues that the amount being claimed is inflated.

The Landlord states that they were fined for the alterations by the Strata and claims \$200.00. The Landlord provided no supporting evidence of having incurred the costs claimed. The Tenant argues that the Landlord was in a dispute at a tribunal for this matter and that the Landlord did not dispute some of the fines being claimed by the

Strata those proceedings. The Tenant argues that unlike the Landlord they did not agree with the fines and therefore are not liable.

The Landlord states that the Tenant failed to leave the carpets clean and claims the cleaning cost of \$120.00. The Landlord did not provide a receipt for this costs as the Landlord states that the Tenant agreed in an email to this cost. The Landlord did not provide a copy of the email. The Tenant states that any agreement that was offered was made during negotiation of the claims and that as no agreement was reached there is no valid claim to the offer made. The Tenant states that the carpet was over 10 years old and that the stains were the result of aging that cleaning did not remove.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Given the undisputed evidence that the city did an inspection with the same outcome as the Strata inspection I find that the Tenant is not liable for the further and unnecessary inspection for the purpose of repairs and I dismiss the claim for \$225.75 from the Strata.

Although the Landlord provided no evidence showing the repair costs as reasonable by way of such evidence as other quotes, as the Tenant did not provide any evidence of lower available costs and as it is undisputed that the Tenant made alterations without the permission of the Landlord, I find on a balance of probabilities that the Landlord has substantiated the costs claimed of **\$384.83**.

There is no indication in the tenancy agreement, such as a signed Form K, that the Tenants were given a copy of the bylaws and rules when the tenancy agreement was

signed. There is no supporting evidence of the Landlord provided a copy of the bylaws and rules with the tenancy agreement. Given the Tenant's evidence that no copies were provided I find on a balance of probabilities that the Landlord has not substantiated that the Tenant was given a copy. It follows that any requirement to abide by unknown bylaws and rules would be unenforceable. Further there is no evidence that the Landlord incurred the costs claimed. For these reasons I dismiss the claim for the \$200.00 fine.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Given the undisputed evidence of the age of the carpets, I find that any stains left after cleaning these aged carpets are only from reasonable wear and tear in the circumstances. I therefore dismiss the claim for carpet cleaning.

As the Landlord's claims have met with some success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$484.83**. Deducting this amount from the remaining combined security and pet deposits of **\$930.58** plus zero interest leaves **\$445.75** to be returned to the Tenants.

### Conclusion

**I order** that the Landlord retain **\$484.83** from the security **deposit** and interest of \$930.58 in full satisfaction of the claim.

I grant the Tenants an order under Section 67 of the Act for **\$445.75**. If necessary, this order may be filed in the 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 Act.

Dated: February 22, 2023

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Residential Tenancy Branch