



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; 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. The Parties confirmed receipt of each other's evidence.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: The tenancy under written agreement for a lower unit in a house started on March 1, 2017 and ended on December 30, 2021.

The Landlord resided then and now in the upper part of the house. The Parties mutually conducted a move-in and move-out inspection with completed reports copied to the Tenant. At the outset of the tenancy the Landlord collected a security deposit of \$425.00. In the move-out report the Tenant agreed that the Landlord could retain \$267.50 from the security deposit for carpet and tile cleaning and the Landlord returned the remaining \$157.50 to the Tenant. The move-out report states that the Landlord will

repair the tiles. No damage was noted to the blinds or any wall. The Parties each signed the move-out report.

The Landlord states that after the Parties agreed to the move-out report and the security deposit the Tenant made a claim against the Landlord for a month's rent. The Tenant also used to refer to the Landlord as "brother". For this reason, the Landlord now pursues costs for damage that was not noted at the time of the move-out. The Landlord claims \$278.94 to repair broken tiles, \$236.25 to replace a set of blinds and \$273.48 to repair a damaged wall area. The Landlord states that the blinds were new in about 2006. The Landlord also claims \$60.00 for their time to attend these proceedings. The Landlord confirms that the photos of the blinds and wall were taken some time after the move-out inspection. The Tenant states that no damages were left on any wall by the Tenant.

Analysis

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. Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. The Landlord signed the move-out report noting that the Landlord would be responsible for the repair of the tiles. The Landlord may not now break this agreement for what appears to be hurt feelings or retaliation for the Tenant's pursuit of an unrelated claim against the Landlord. I dismiss the claim for tile repairs.

The Landlord's photo of the blinds shows only damage to the strings. The evidence is that the blinds are also very old and for this reason I find that there was no damage left to the blinds beyond reasonable wear and tear. As the Landlord has the obligation to maintain a unit, any costs in relation to items that are beyond their useful life lies with the Landlord. There is no damage noted to the walls in the move-out report. Photos

taken after the completion of the move-out report are not evidence of the state of the unit at move-out. Given that the move-out report does not note any damage to any wall and given the Tenant's evidence of no damage being present at move-out I find on a balance of probabilities that the Landlord has not substantiated that the Tenant caused any damage to a wall. For these reasons I dismiss the claims for the costs to replace and blinds and repair the walls.

There is no provision under the Act for a party to claim costs for participating in the proceedings other than for recovery of the filing fee. I therefore dismiss the claim for the Landlord's time to attend this hearing. As none of the Landlord's claims have met with success, I find that the Landlord is not entitled to recovery of the filing fee. I dismiss this claim and in effect the application is dismissed in its entirety.

Conclusion

The Landlord's application is dismissed.

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: May 18, 2023

Residential Tenancy Branch