



# Dispute Resolution Services

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Residential Tenancy Branch

A matter regarding CASA RENTAL MANAGEMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MNDL-S, MNDCT, MNSD, FFL

### **Introduction**

The Landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. They ask us for the following orders against the Tenants.

1. Payment of \$1,365.92 for damage done to the rental unit [the 'Damage Claim'].
2. Reimbursement for the \$100.00 filing fee for this application.

The Tenants also applied to the RTB for Dispute Resolution. They ask us for the following orders against the Landlords.

1. Payment of \$15,600.00 in compensation for monetary loss [the 'Compensation Claim'].
2. Return of security deposit in the amount of \$650.00 [the 'Deposit'].

Both parties participated in both hearings of this dispute.

Note that we refer to the participants in this dispute in the plural form, even though a party may be an individual. We do this in adoption of the BC Public Service Agency's guidelines, 'Words Matter: Guidelines on Using Inclusive Language in the Workplace' [updated 18 May 2018].

Though the Tenants named only the corporate property-managers as respondents to their application, we note that the owner of the unit also participated in the hearing of this dispute. We accept that the owner of the unit is also, under the legislation, one of the Landlords. And so when we refer below to a child of the Landlords, we refer specifically to a child of the owner of the unit.

### **Issues to be Decided**

Did the Tenants fail to clean the rental unit on moving out and leave damage behind?

Should the Tenants reimburse the Landlords for the cost of filing their application?

Did the Landlords comply with a Notice to End Tenancy for occupancy by the child of the Landlords?

Should the Landlords return the Deposit to the Tenants?

### Background and Evidence

The Landlords told us the following about the ending of this tenancy:

1. they ended the tenancy so that their daughter could move into the unit [the 'Daughter'];
2. when the Tenants moved out, they did not clean the unit;
  - a. and so the Landlords hired cleaners, which cost them \$420.00;
3. they also did not pay the \$150.00 move-out fee, though they had agreed to do so in paragraph 32 of the tenancy agreement (corroborated with a copy of that agreement);
4. the Tenants damaged window blinds, but did not repair them [the 'Blinds']; and
  - a. the Landlords obtained an estimate to replace the Blinds, in the amount of \$745.92.

The Daughter testified at this hearing. She swore to us the following:

1. she moved into the unit at the end of February 2023;
2. she wanted to live in this unit to be closer to work; and
3. she still lives there today (corroborated by utility bills in her name and a move-in form completed in her name).

The Tenants cross-examined the Daughter, and her testimony remained unchanged.

For their part, the Tenants told us the following:

1. after they moved out of the unit, they later came back and spoke to a woman who answered the intercom and identified herself as the new tenant of the unit, and did *not* identify herself as the child of the Landlords (corroborated by a video recording of this conversation);
2. the Blinds were damaged on moving in (corroborated by a move-in inspection report, indicating damaged blinds [the 'Report']);

3. when they moved *into* the unit it was dirty, and so they left it dirty when they moved out;
4. they didn't contact the Landlords about coming back to clean up the unit after they moved out because the relationship had soured; and
5. they never agreed to pay a move-out fee.

### Analysis

We have considered all the statements made by the parties and the documents to which they referred us during this hearing. And we have considered all the arguments made by the parties.

In writing this decision, we are mindful of the nature and volume of other applications to the RTB for access to limited hearing time. Parties are given an opportunity to participate in a focused and time-limited hearing, and the Director must carefully allocate resources in hearing disputes and writing decisions. As a result of the above, we will provide below only minimal reasons for our decision, sufficient to understand our reasoning.

#### *Did the Tenants fail to clean the rental unit on moving out and leave damage behind?*

The Tenants conceded that they left the unit dirty, and felt justified in doing so because it had been dirty when they moved in.

We do not see that as a basis to avoid responsibilities under section 37 (2) (a) of the *Residential Tenancy Act* [the 'Act']. And so we find that the Tenants must reimburse the Landlords the \$420.00 that they spent to have the unit cleaned.

The parties disagree as to whether a move-out fee was owed. We accept, however, that it was, as the tenancy agreement corroborates the Landlords' statements that the Tenants had agreed to pay such a fee. And so we grant that the Tenants must pay the Landlords \$150.00 for the move-out fee, as *per* their previous agreement.

We do not find, however, that the Tenants probably damaged the Blinds. The Landlords bear the burden of proving this claim on a balance of probabilities, and the Report raises a doubt as to whether these Blinds were already damaged when the Tenants moved in. And so we find it just as probable that the Tenants did not damage these Blinds as it is that they did. We dismiss that claim.

In sum, we award \$570.00 to the Landlords.

*Should the Tenants reimburse the Landlords for the cost of filing their application?*

As the Landlords succeeded in their application, we grant that the Tenants reimburse them for the cost of filing it.

*Did the Landlords comply with a Notice to End Tenancy for occupancy by the child of the Landlords?*

The Tenants argue that the Daughter is not actually a child of the Landlords. They point to the fact that when the Tenants spoke to her over the intercom, she identified herself as a 'tenant', and not as a child of the Landlords.

The Daughter conceded this, but the Landlords argue that she was under no obligation to identify herself at all to a stranger who buzzed her unit *via* the intercom.

We accept the sworn testimony of the Daughter in this hearing: she told us that she moved into the unit, and continues to live there. This was unshaken under cross-examination. She also identified herself as the child of the Landlords and without any reliable proof offered by the Tenants to the contrary, we accept that the Daughter is the child of the Landlords.

In short, the Landlords complied with their notice to end tenancy by having their child occupy the unit after the Tenants moved out. The Tenants are not entitled to any compensation.

*Should the Landlords return the Deposit to the Tenants?*

As we have determined that the Tenants owe the Landlords a total of \$670.00, we will authorise the Landlords to retain the Deposit in partial satisfaction of this amount. We dismiss the Tenants' claim to have their Deposit returned.

### Conclusion

We grant part of the Damage Claim of the Landlords, and dismiss the Compensation Claim without leave to reapply. The Landlords are authorised to retain the Deposit.

We order that the Tenants pay to the Landlords the \$20.00 outstanding for the Damage Claim.

The Landlords must serve this order on the Tenants as soon as possible. If the tenants do not comply with our order, then the Landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the Landlords can enforce our order as an order of that court.

We make this decision on authority delegated to us by the Director of the RTB *per* section 9.1(1) of the Act; and on the traditional and unceded territory of the ləkʷəŋən speaking peoples, known today as the Esquimalt and Songhees Nations.

Dated: 15 February 2024

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Residential Tenancy Branch