



## **DECISION**

Dispute Codes      Landlords:    MNDCL-S, FFL  
                                 Tenants:      MNSDS-DR, FFT

### **Introduction**

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the Act).

The Landlords' application was made on September 7, 2023. The Landlords applied for the following relief pursuant to the Act:

- a monetary order granting compensation for monetary loss or other money owed;
- an order allowing the Landlords to retain all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Tenants' application was made on September 24, 2023. The Tenants applied for the following relief pursuant to the Act:

- an order that the Landlords return all or part of the security deposit; and
- an order granting recovery of the filing fee.

During the hearing, RD confirmed the Landlords returned the security deposit to the Tenants on November 22, 2023. RD confirmed it was not necessary to proceed with the Tenants' application. Accordingly, I find that the Tenants' application is dismissed without leave to reapply. It has not been considered further in this decision. In light of the above, I also find that the Landlords' request for an order permitting them to retain the security deposit is dismissed without leave to reapply.

The Landlords and the Tenants attended the hearing and provided affirmed testimony.

On behalf of the Landlords, VT testified that the Notice of Dispute Resolution Hearing package related to the Landlord's application was served on the Tenants by registered mail. VT also testified that an amendment made on December 17, 2023, was served on the Tenants by registered mail. The Tenants acknowledged receipt of both packages.

During the hearing, the Landlords were advised that their claim is limited to the amount stated in their application, pursuant to Rule of Procedure 2.2. Accordingly, I find the Landlords' claim is limited to the amount stated in the application and as reflected in the amendment and the Monetary Order Worksheet dated December 17, 2023. VT confirmed the Landlords understood.

On behalf of the Tenants, RD testified that the Notice of Dispute Resolution Hearing package related to the Tenants' application was served on the Landlords by registered mail. The Landlords acknowledged receipt.

Neither party raised any issues with respect to service or receipt of the above documents and evidence during the hearing. The parties were in attendance or were represented at the hearing and were prepared to proceed. Pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were provided the opportunity to present their 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

1. Are the Landlords entitled to an order granting compensation for monetary loss or other money owed?
2. Are the Landlords entitled to recover the filing fee?

#### Background and Evidence

The parties agreed the tenancy began on July 1, 2020, and ended on June 12, 2023. Rent of \$1,500.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$750.00 which the parties agreed was returned to the Tenants on November 22, 2023.

The Landlords' monetary claim for \$2,905.00 was set out in a Monetary Order Worksheet dated December 17, 2023.

During the hearing, the parties referred to condition inspections, or walk-throughs, at the beginning and end of the tenancy. The parties agreed the move-in condition inspection at the beginning of the tenancy consisted of the Tenants sending an email describing issues with the rental unit. In addition, the parties described two move-out condition inspections. The parties confirmed they met at the property on June 12, 2023, and that the property was not cleaned to the Landlords' satisfaction. A second move-out condition inspection took place on June 21, 2023. On behalf of the Tenants, RD testified that the parties never went through the property together to record the condition of the rental property, which was not disputed by the Landlords during the hearing.

First, the Landlords claimed \$165.00 for the cost to clean the rental unit at the end of the tenancy. VT testified that additional cleaning was required after the Tenants vacated the rental unit. Specifically, VT referred to cleaning required in the bathroom, kitchen, walls, and railings. Photographs submitted in support depict the kitchen vent, the stove top, the living room floor, and the shower door. An invoice for \$162.50, which VT testified was paid, was also submitted in support.

In reply, RD acknowledged there was more cleaning to be done at the property during the first move-out inspection on July 17, 2023. RD testified the Tenants hired cleaners and, in support, submitted an invoice for \$300.00, dated June 11, 2023. RD testified that the Tenants thought the cleaning had been completed and that there were no further issues.

Second, the Landlords claim \$515.00 for the cost to clean up the yard at the end of the tenancy. VT testified that during the tenancy, with the Landlords' agreement, logs for firewood were delivered to the rental property. VT testified that the Landlords expected the Tenants to clean up the mess caused by the logs. In addition, VT testified that other individuals were coming to the rental property to collect the lumber until June 2023, which contributed to the mess that was left behind. SS attended the property in July 2023. The invoice, dated July 28, 2023, described "a considerable amount of wood debris & chain saw filings from your tenants processing full-sized logs." The invoice also described the "back yard 'compost' bin had become an enormous dumping ground of mixed material." VT testified that she paid this invoice.

In reply, RD acknowledged the log area was a mess but testified that it was cleaned up by June 21, 2023. The Tenants submitted photographs of the log pile. RD suggested that this aspect of the Landlords' claim is unreasonable because the rental property is in a rural area.

Third, the Landlords claim \$725.00 for the cost to repair drywall in the rental unit. VT testified there was considerable damage to several areas in the house, which appear to have resulted from hanging pictures and shelves, but also holes in walls. In addition, VT testified that the Tenants agreed to remove wallpaper. Although the Tenants did so, VT testified they did not deal with the glue below. The Landlords submitted photographs depicting damage to the walls in the dining room, loft, and laundry room. The Landlords also submitted an estimate for \$725.00, dated December 17, 2023, which VT testified was paid.

In reply, RD testified that the damage to the walls was not initially brought to the Tenants' attention. RD also referred to a real estate listing which shows an area of unpainted drywall near the front door.

Fourth, the Landlords claim \$1,500.00 for the cost to replace carpet in the den. VT testified that the first move-out inspection showed a stain and a burn mark in the carpet. VT confirmed the carpet has not yet been replaced.

In reply, RD testified there is a small den downstairs, which is the only carpeted room in the house. RD testified that the Tenants had the carpet cleaned and that a photograph submitted does not show a stain. RD stated the Tenants could not make out a burn mark on the photograph submitted by the Landlords.

Finally, the Landlords sought to recover the \$100.00 filing fee paid to make the application.

### Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

Section 67 of the Act empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. An applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss because of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement. 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 Landlords did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$165.00 for the cost to clean the rental unit at the end of the tenancy, section 37 of the Act confirms that a tenant must leave the rental unit reasonably clean at the end of the tenancy. I accept that the Tenants cleaned the rental unit at the end of the tenancy but find it was not left reasonably clean. I rely on the photographic evidence provided by the Landlords, taken after the Tenants vacated the rental unit. I also accept that the Landlord incurred a cost of \$162.50 and grant the Landlords a monetary award in that amount.

With respect to the Landlord's claim for \$515.00 for the cost to clean up the yard at the end of the tenancy, I find that the log pile and compost areas were not adequately cleaned at the end of the tenancy and that the Landlords suffered a loss as a result. I accept that the descriptions of these areas were based on work completed in July 2023, after the Tenants had vacated. I also accept that the Landlords incurred a cost of \$515.00 to address the yard and grant the Landlords a monetary award in that amount.

With respect to the Landlord's claim for \$725.00 for the cost to repair drywall in the rental unit, I find there is sufficient evidence before me to grant the relief sought. I find it is more likely than not that the damage depicted in the photographic evidence submitted by the Landlords occurred during the tenancy. Indeed, that the damage to the walls occurred during the tenancy was not disputed by the Tenants. I also accept that the Landlords incurred a cost of \$725.00 to repair the damage and grant the Landlords a monetary award in that amount.

With respect to the Landlord's claim for \$1,500.00 for the cost to replace carpet in the rental unit, I find there is insufficient evidence before me to grant the relief sought. Specifically, I find that the evidence confirms the Landlords have not sustained a loss as the carpet has not been replaced more than seven months after the tenancy ended. This aspect of the Landlord's application is dismissed.

Having been partially successful, I also find the Landlords are entitled to recover the \$100.00 filing fee paid to make the application.

Pursuant to section 67 of the Act, I find the Landlords have demonstrated an entitlement to a monetary order for \$1,502.50, which has been calculated as follows:

<b>Claim</b>	<b>Allowed</b>
Cleaning:	\$162.50
Yard work:	\$515.00
Wall repair:	\$725.00
Filing fee:	\$100.00
<b>TOTAL:</b>	<b>\$1,502.50</b>

### Conclusion

The Tenants' application is dismissed without leave to reapply.

The Landlord is granted a monetary order in the amount of \$1,502.50. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 1, 2024

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Residential Tenancy Branch