Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened on April 09, 2013 in response to cross applications.

On January 16, 2013 the Landlord filed Application for Dispute Resolution #A, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent or utilities; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing an Application for Dispute Resolution.

On January 17, 2013 the Tenant filed Application for Dispute Resolution #B, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss; to recover all or part of the security deposit; and to recover the fee for filing an Application for Dispute Resolution.

The Landlord submitted documents to the Residential Tenancy Branch on March 21, 2013, copies of which were served to the Tenant, by mail, on March 20, 2013. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

The Tenant submitted documents to the Residential Tenancy Branch on April 02, 2013, copies of which were served to the Landlord, by mail, on April 02, 2013. The Landlord stated that she received the Tenant's evidence, with the exception of a DVD, on April 03, 2013. The Landlord stated that she received the DVD on April 08, 2013. The Landlord stated that she did not have sufficient time to consider the Tenant's evidence and she would like more time to respond to the evidence submitted.

Given the amount of evidence that has been submitted by both parties and the number of issues in dispute, it is apparent to me that we will be unable to conclude this matter in the time allotted for the hearing. I therefore determined that it would be appropriate to sever the two matters. The Tenant's Application for Dispute Resolution was adjourned and the parties were advised that the Tenant's Application for Dispute Resolution will be

considered at a separate hearing. I note that evidence submitted for both matters will considered at either proceeding.

As the Landlord had not had sufficient time to consider the evidence submitted by the Tenant at the hearing on April 09, 2013, none of the documents submitted by the Tenant were considered at the hearing on April 09, 2013.

There was insufficient time to conclude the hearing on April 09, 2013 so the hearing was adjourned. This adjournment provided the Landlord with ample time to consider the Tenant's evidence and it was, therefore, considered when the hearing was reconvened.

The Landlord submitted documents to the Residential Tenancy Branch on May 21, 2013 in response to the evidence the Tenant did not serve to her until April 02, 2013. The Landlord stated that copies of these documents were served to the Tenant, by mail, on May 21, 2013. The Tenant stated that he did not receive those documents until May 29, 2013, as he has been out of town. He declined the opportunity to request an adjournment to provide him with more time to consider the evidence, and these documents were accepted as evidence for these proceedings.

In the documents submitted by the Landlord on May 21, 2013, the Landlord identified several documents that were "missing" from the Tenant's evidence package. I note that none of the "missing" documents were specifically addressed by either party during the hearing on April 09, 2013 or May 30, 2013. I note that some of the "missing" documents do not exist in the evidence package submitted to the Residential Tenancy Branch, so it is not clear to me how the Landlord concluded they were missing. I have briefly viewed the "missing" documents that could be located in the evidence package submitted to the Residential Tenancy Branch and determined that I am able to render a decision in this matter without considering those documents, as they are not particularly relevant to the claims being made by the Landlord.

In the documents submitted by the Landlord on May 21, 2013, the Landlord declared that she could not open the DVD the Tenant had submitted in evidence. As the Tenant was not able to view this DVD and the Tenant did not refer to it a hearing on April 09, 2013 or May 30, 2013, I did not view the DVD prior to rendering this decision. I note that the person submitting electronic evidence has an obligation to ensure the evidence is submitted in a format that can be accessed by the other party, pursuant to rule 11.8 of the Rules of Procedure.

The hearing was reconvened on May 30, 2013 and was concluded on that date. Both parties were represented at the hearing on April 09, 2013 and May 30, 2013. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Landlord entitled to compensation for lost revenue; to compensation for utilities; to compensation for damage to the rental unit; and for costs arising from how this tenancy ended?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on February 06, 2012; that they signed a fixed term tenancy agreement, the fixed term of which ended on February 05, 2013; that for the first three months of this tenancy the Tenant was obligated to pay $2,500.00 in rent; that for the remainder of the tenancy the Tenant was obligated to pay monthly rent of $2,700.00; that rent was due by the sixth day of each month; that the Tenant paid a security deposit of $1,350.00; that the parties mutually agreed to end the tenancy on January 05, 2013; that the Landlord wrote down the Tenant's forwarding address when it was provided to her on January 05, 2013; that the Landlord did not have written permission to retain a specific amount of money from the Tenant's security deposit; and that the Landlord has not returned any portion of the security deposit.

The Landlord and the Tenant agree that a condition inspection report was completed at the start and the end of the tenancy. The parties agree that the Tenant signed the condition inspection report that was completed at the end of the tenancy and indicated that he did not agree with the content of the report, specifically, that he did not agree with the need to power wash, to repair the garage door, and to repair the sink. The parties agree that after the report was signed the Landlord added the reference about missing blinds on page 1 and 2 of the condition inspection report and the words "see page 1 & 2" on page 4 of the condition inspection report. The parties agree that the Tenant did see the 5 page addendum to the report before he signed the condition inspection report but he did not see the 2 page addendum to the report before he signed it.

The Landlord stated that on December 09, 2012 she entered into a new tenancy with another person, which was to begin on January 07, 2013. The Landlord submitted a letter, dated December 07, 2012, from an Agent for the Landlord to the Landlord, in which the Agent informed the Landlord that the new tenant has viewed photographs of the house and yard and they are willing to sign a tenancy agreement without viewing the rental unit, providing the home and yard is in "move-in" condition. The Landlord stated that the photographs viewed by the new tenant had been taken the new tenant when they viewed the property the previous year.

The Landlord stated that the new tenant subsequently decided not to move into the rental unit. The Landlord submitted a letter from this individual, dated January 07, 2013, in which he informed the Landlord that he did not wish to move into the rental unit because of a variety of deficiencies with the rental unit, all of which are deficiencies the Landlord is addressing in these proceedings. In the letter the new tenant acknowledged that the Landlord had offered to temporarily house the new tenants in a hotel until the house was ready for occupancy. In the letter he indicated that he did not wish to move his personal belongings to a hotel room and he did not wish to be disturbed by disturbances associated to remedying the deficiencies to the unit.

The Landlord stated that she subsequently advertised the rental unit in a variety of ways but she was unable to find another tenant until April 01, 2013. She is claiming compensation for lost revenue from January, February, and March of 2013. The Landlord is seeking compensation for hydro expenses incurred between January 06, 2013 and April 01, 2013, which she contends would have been paid by the new tenant if that tenancy had proceeded on January 07, 2013 and which she was obligated to pay while the unit remained vacant.

The Landlord is seeking compensation for the cost of finding a new tenant for April 01, 2013, which she defines as a “commission to release“. She stated she paid this money to an agent for finding the new tenant for April 01, 2013.

The Landlord and the Tenant agree that the Tenant installed a security alarm; that the Tenant provided her with the security access code for the alarm; that the security access code was subsequently changed and the Tenant did not provide her with the new code; that the Landlord activated the alarm when she entered the rental unit on September 04, 2012; that the Landlord was unable to deactivate the alarm because she did not have the correct security access code on that date; and that the police responded to the alarm, as the system had not been properly disarmed.

The Landlord is seeking compensation, in the amount of $105.00, for a “false alarm fine”, which she stated she incurred as a result of the police responding to the security alarm. She stated that she did not obtain verbal permission from the Tenant to enter the rental unit nor did she provide him with written notice of her intent to enter the rental unit, as the Tenant was out of the country and the person looking after the home on his behalf was away on holidays.

The Landlord stated that a neighbour had advised her that he/she had observed a shingle on the ground that may have blown off the roof of the rental unit, and the Landlord was concerned the roof may be leaking. The Landlord stated that she attended the residence on September 04, 2012 with a tradesperson, who determined that the shingle that her neighbour had observed had not originated from the roof of the rental unit. She stated that she entered the home for the purposes of inspecting the attic to see if it was leaking.

The Landlord is seeking compensation, in the amount of $72.80, for the cost of pest control services. The Landlord and the Tenant agree that in March of 2012 the Tenant advised the Landlord that he was being disturbed by an animal. The Landlord contends that the Tenant informed him there was a raccoon in the attic and he asked her to remedy the situation. She stated that she hired a pest control company, that the company inspected the home, and that the company concluded that animals did not have access to the attic.

The Tenant stated that he informed the Landlord he was being disturbed by an animal; that he did not specifically state that it was a raccoon, although it may have been a raccoon; that he did not know if the animal was in the attic or on the roof; that he did not tell the Landlord the animal was in the attic, although he indicated it was possible; and that he asked the Landlord to investigate the disturbance.

The Landlord is seeking compensation, in the amount of $739.20, for the cost of repairing a bathroom sink. The Landlord contends the sink was damaged when the Tenant either used a corrosive cleaner on the sink or he dropped an object into the sink. The Landlord stated the Tenant told her he damaged the sink and that he offered to repair it. The Landlord submitted a photograph of the damaged sink.

The Tenant stated that he noticed tiny cracks around the drain in the sink and that the surface of the sink was peeling near the drain; that he told the Landlord the sink was damaged, but did not tell her he had damaged the sink; that he did not drop anything that would have caused the damage; that he did not use any corrosive cleaning substances on the sink; that as a sign of good will he did offer to purchase a new sink for the Landlord, with the understanding she would have it installed; and that he was unable to find a sink of the right size/shape.

The Landlord is seeking compensation, in the amount of $236.63, for the cost of cleaning the blinds in the rental unit. The Landlord stated that six sets of blinds required cleaning at the end of the tenancy. The Landlord stated that she contacted the woman who the Tenant hired to clean the rental unit and was advised that it would take approximately 6 hours to remove and clean the blinds, and that she had not cleaned the blinds.

The Landlord submitted an unsigned email that is allegedly from the person who cleaned the rental unit, in which the author declared that it would take 6-7 hours to clean six sets of blinds. The author does not state whether or not the blinds in the rental unit were cleaned. The Landlord submitted no photographs of the blinds.

The Landlord contends that the letter, dated January 07, 2013, which is from the person who intended to rent the rental unit after this tenancy ended corroborates her claim that the blinds required cleaning. In the letter the author noted that the blinds were “beyond dusting” and were in need of a “thorough cleaning”. This letter was provided to the Landlord to explain why the author was cancelling his lease for the rental unit.

The Tenant stated that he hired cleaners to clean the rental unit; that it took two people approximately 10 hours to clean the rental unit; and that he watched the cleaners clean the blinds. The Tenant stated that the woman who cleaned the rental unit did not speak English well and he does not believe she could have written the email that was submitted by the Landlord.

The Landlord is seeking compensation, in the amount of $217.30, for the cost of cleaning the carpet in the rental unit. The Landlord and the Tenant agree that the Tenant shampooed the carpet at the end of the tenancy. The Landlord stated that the area near the patio door was still wet when the unit was inspected at the end of the tenancy and that when it dried she determined that it needed additional cleaning. The Landlord submitted a photograph of the area of the carpet she contends still needed cleaning.

The Tenant stated that he does not believe the photograph fairly represents the condition of the carpet at the end of the tenancy, and that the carpet was stained in several areas at the start of the tenancy.

The Landlord is claiming compensation, in the amount of $425.00 for replacing some ferns. The Landlord stated that there were ferns in wooden barrels near the pool at the start of the tenancy; that the ferns were in good condition at the start of the tenancy; that the tenancy agreement required the Tenant to water the plants at the rental unit; that the ferns were neglected during the tenancy and did not fare well; and that the ferns had been discarded by the Tenant, or a person acting on his behalf, prior to the end of the tenancy.

The Tenant stated that the tenancy agreement required the Tenant to water the ferns; that the ferns did not grow well during the tenancy; that he did water the ferns; and that his gardener pruned the ferns prior to the end of the tenancy, but that he did not pull them out by the roots.

The Tenant submitted invoices from a gardener which indicates that the gardener came on a bi-monthly basis during June, July, August, and November of 2012. The Tenant submitted an invoice from this gardener, dated November 18, 2012, which indicates the gardener cleaned ferns from various areas of the home, in addition to other maintenance work.

The Landlord submitted a letter from the Tenant’s gardener, in which the gardener confirms he was hired by the Tenant for general garden maintenance in the summer of 2012. In the letter the gardener declared that he does not recall performing the services on the invoice dated November 18, 2012 nor does he recall providing the Tenant with this invoice. The Landlord points out that the content and the format of this invoice is different than other invoices provided by this gardener.

The Landlord submitted a photograph of the barrels which previously held the ferns, however the photograph does not show whether the ferns have been pulled out or simply pruned. A healthy fern is visible in one of the barrels. The Tenant submitted photographs of the ferns which he stated were taken in January of 2013, which show that some of the ferns were not in good condition.

The Tenant submitted a series of text messages that appear to have been exchanged by the Tenant and the gardener in March of 2013, in which the Tenant makes reference to the gardener doing “the right thing when you cut the ferns”.

The Landlord stated that she provided the Tenant with a warning letter regarding the need to maintain the garden, which she contends corroborates her claim that the garden was not well maintained. The Tenant denied receiving this warning letter prior to receiving evidence for these proceedings.

The Landlord is seeking compensation, in the amount of $33.60, for repairing a wooden patio table. The parties agree that the table was damaged during the tenancy and the Tenant agreed to compensate the Landlord for the repair.

The Landlord is seeking compensation for power washing exterior areas of the home. The Landlord acknowledged that there was nothing in the tenancy agreement that required the tenant to power wash exterior areas but she stated they verbally agreed that he would periodically power wash some exterior areas. The Tenant stated that he did not agree that he would power wash exterior areas of the home.

The Landlord stated that the tenancy agreement did not entitle the Tenant to use the garage which was attached to this single family dwelling; that she permitted the Tenant to use the garage during the first several months of the tenancy; that on November 18, 2012 she disabled the automatic garage door opener and she installed a padlock on the door between the house and the garage, because she wanted to prevent the Tenant from accessing the garage; that she did not inform the Tenant of her intent to prevent him from accessing the garage; and that the Tenant forced open the door between the house and the garage, thereby damaging the door.

The Tenant stated that the garage was included with the tenancy agreement; that when he attempted to access the garage with the remote control the garage door would not open; that he attempted to access the garage from the house and found the door would not open; and that he applied some force to the door and was able to open it, at which time he realized that a padlock had been installed on the garage-side of the door.

The Landlord is claiming compensation for cleaning a set of living room drapes. The Landlord stated that the drapes had been cleaned and stored in the garage prior to the start of this tenancy; that she allowed the Tenant to use the drapes during the tenancy; and that the drapes had not been cleaned at the end of the tenancy.

The Tenant stated that he found the drapes in the garage during his tenancy; that the drapes were very dirty when he found them; that he obtained permission from the Landlord to use the drapes; that he cleaned the drapes as best as he could; that he cleaned them as best as he could at the end of the tenancy; and that he returned them to the garage at the end of the tenancy.

Analysis

Section 29(1) of the *Residential Tenancy Act (Act)* reads:

A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:
(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
(i) the purpose for entering, which must be reasonable;
(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
(d) the landlord has an order of the director authorizing the entry;
(e) the tenant has abandoned the rental unit;
(f) an emergency exists and the entry is necessary to protect life or property.

There is no evidence to show that the Landlord had verbal or written authority to enter the rental unit on September 04, 2012 and I therefore cannot conclude that the Landlord had the right to enter the rental unit on that day pursuant to section 29(1)(a), 29(1)(b), 29(1)(c), or 29(1)(d) of the *Act*. There is no evidence to show that the Tenant had abandoned the rental unit on September 04, 2012 and I therefore cannot conclude that the Landlord had the right to enter the rental unit on that day pursuant to section 29(1)(e) of the *Act*.

I am not satisfied that an emergency existed on September 04, 2012 and that the Landlord needed to enter the rental unit to protect her property. I therefore cannot conclude that the Landlord had the right to enter the rental unit on that day pursuant to section 29(1)(f) of the *Act*. In reaching this conclusion I was influenced, in part, by the Landlord's testimony that the tradesperson who attended the rental unit with her on September 04, 2012 determined that a shingle was not missing from the roof of the rental unit, therefore there would be no reason to believe that the roof was leaking.

As the Landlord did not have the legal right to enter the rental unit on September 04, 2012, I find that she is not entitled to costs arising from her entry on that date. Had the Landlord not entered the rental unit on September 04, 2012, she would not have

activated the security alarm and she would not have incurred a fine for a “false alarm”. I therefore dismiss the Landlord’s claim for the $105.00 fine.

When making a claim for damages under a tenancy agreement or the *Act,* the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss. In these circumstances, the burden of proving that the Tenant damaged the rental unit rests with the Landlord.

Section 32 of the *Act* requires tenants to repair damage to the rental unit or property that is caused by the actions or neglect of the Tenant. As the cost of hiring the pest control is not related to damage to the rental unit, I cannot conclude that the Tenant is obligated to pay pest control costs, pursuant to section 32 of the *Act.*

Section 67 of the *Act* authorizes me to order a tenant to pay compensation to a landlord only if the landlord suffers a loss as a result of a tenant failing to comply with the *Act*. I cannot conclude that the Tenant failed to comply with the *Act* when he reported his concerns about wildlife at the residential complex. Rather, I find that the Tenant acted reasonably and responsibly by reporting his observations to the Landlord. The Landlord had the option of investigating the report herself, and determining whether a pest control company was necessary. As the Tenant did not breach the *Act* by reporting his observations, I find that the Tenant is not obligated to compensate the Landlord for any costs associated to investigating the report. I therefore dismiss the Landlord’s claim for compensation for pest control charges.

I find that the Landlord has submitted insufficient evidence to establish that the sink was damaged as a result of the actions or neglect of the Tenant. On the basis of the photograph submitted in evidence, I find that the damage is not consistent with the type of damage that would typically be seen when something is dropped in a sink or after a corrosive cleaning substance is used. In the absence of evidence from a qualified technician that shows the damage was related to abuse or neglect, I find it entirely possible that the damage was the result of a manufacturer’s defect or “normal wear and tear”. As the Tenant is only obligated to repair damage caused by his actions or neglect, I dismiss the Landlord’s claim to repair the sink.

I find that the Landlord has submitted insufficient evidence to establish that the blinds in the rental unit required cleaning at the end of the tenancy and I dismiss the Landlord’s claim for cleaning the blinds. In determining this matter I note that the Tenant contends the blinds were cleaned at the end of the tenancy and that the onus is on the Landlord to prove that they required additional cleaning.

In determining whether the blinds needed cleaning, I have placed limited weight on the letter, dated January 07, 2013, from the person who intended to rent the rental unit after

this tenancy ended. Determining whether something is clean is highly subjective and I am not inclined to award compensation on the basis of a third party's assessment of the condition of the blinds, particularly when the Landlord could have provided photographs of the blinds. If the blinds were as dirty as the third party describes, the Landlord could have easily provided irrefutable evidence of their condition by providing a photograph. I am also hesitant to rely on this letter as it is entirely possible that the author is exaggerating the condition of the rental unit to support his decision to terminate his lease and to avoid any liability associated to that decision.

In determining this matter I have placed little weight on the unsigned email that was allegedly written by the female who cleaned the rental unit. As the email is unsigned and the Tenant stated that the female was not fluent in English and would likely not have been able to write this email, I find it is of little value.

I find that the Landlord has submitted insufficient evidence to establish that the carpet needed additional cleaning at the end of the tenancy and I dismiss her application for cleaning the carpet. In reaching this conclusion I was influenced, in part, by the condition inspection report that was completed at the end of the tenancy. There is no indication on the report or on 5 page of the addendum that the carpet required additional cleaning.

Section 21 of the *Residential Tenancy Regulation* stipulates that a condition inspection report completed in accordance with the legislation is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. As neither the report nor the addendum indicates the carpet needed cleaning at the end of the tenancy, I must find that the Landlord did not conclude the carpet needed cleaning when she completed the report.

In determining this matter I placed no weight on the 2 page addendum to the condition inspection report as the Tenant did not see that addendum prior to signing the condition inspection report and he did not agree to the content of that addendum.

In determining this matter I placed little weight on the photograph of the carpet that was submitted in evidence, as the photograph does not clearly demonstrate the condition of the carpet. Although the photograph does show a color variation on the carpet, it is not clear whether the carpet is stained, whether there is a shadow on the carpet, and/or whether the carpet is simply wet. As the photograph does not clearly establish that the carpet is dirty, I cannot rely on it to refute the information on the condition inspection report that was completed at the end of the tenancy.

On the basis of the undisputed evidence, I find that the Tenant was obligated to water the plants during this tenancy. On the basis of the testimony of the Tenant and in the absence of evidence to the contrary, I can find no reason to conclude that the Tenant did not water the plants during this tenancy. On the basis of the invoices submitted in

evidence, dated September 01, 2012 and December 01, 2012, I find that the Tenant hired a professional gardener who came to the rental unit on a bi-weekly basis during the summer of 2012, which causes me to conclude that the Tenant complied with his obligation to maintain the gardens.

On the basis of the undisputed evidence, I accept that the ferns were not doing well at the end of the tenancy. As there are many reasons for ferns to fare poorly and there is no evidence that they were faring poorly as a result of neglect by the Tenant, I cannot conclude that the Tenant is responsible for the health of these ferns.

I find that the Landlord has submitted insufficient evidence to establish whether the ferns were discarded by the Tenant or his gardener. In reaching this conclusion I was heavily influenced by the absence of evidence, such as photographs, that corroborates the Landlord's testimony that they were discarded or that refutes the Tenant's testimony that they were simply cut back.

On the basis of the text messages exchanged between the Landlord and his gardener in March of 2013, I find that the gardener did something to the ferns. As he is a professional, I must assume that he did whatever he believed was appropriate, given the condition of the ferns. If he did discard the ferns, I must assume that he believed the ferns would not recover and if he simply cut them back, I find it entirely possible that they will recover.

As the Landlord has failed to establish that the Tenant neglected the ferns; that the Tenant was responsible for the demise of the ferns; or that the gardener did not act responsibly when he either pruned or discarded the ferns, I dismiss the Landlord's claims for compensation for replacing the ferns.

As the Landlord has submitted a letter from the gardener which places doubt on the authenticity of the gardener's invoice, dated November 18, 2012, I have not considered that invoice when determining the claim for compensation for the ferns.

As the Tenant denied receiving the warning letter regarding the gardening prior to receiving evidence for these proceedings and the Landlord submitted no evidence to show that the Tenant received the letter, I have placed no weight on this letter.

As the Tenant agreed to compensate the Landlord for repairing a wooden patio table, in the amount of $33.60, I find that the Landlord is entitled to this amount.

Tenants are not required to makes repairs arising from reasonable wear and tear. In my view, weathering of exterior surfaces constitutes reasonable wear and tear and I cannot conclude that the Tenant was obligated to power wash areas that deteriorate as a result of weather. This would typically remain the responsibility of the Landlord. In the absence of a term in the tenancy agreement that specifically requires the Tenant to power wash

exterior surfaces, I find that the Tenant was not obligated to do so. I therefore dismiss the Landlord's application for the cost of power washing.

I find that most people would presume that a garage that is attached to a single family dwelling would be included with a tenancy unless it is explicitly excluded in the tenancy agreement. As the written tenancy agreement does not exclude the garage and the Tenant does not agree that parties verbally agreed that the garage was excluded, I find that the Tenant was entitled to use the garage for the duration of the tenancy.

I find that the Landlord contravened section 31 of the *Act* when she placed a padlock on the door between the house and the garage and that her actions directly contributed to the damage to the door. As the Tenant had not been informed that a padlock had been installed on the door between the house and the garage, I find that he acted reasonably when he applied force to the door in an attempt to open it. As the Landlord's actions significantly contributed to the damage to the door, I dismiss her claim for compensation for repairing the door.

I find that the Landlord submitted insufficient evidence to establish that the living room drapes were clean at the start of the tenancy. In reaching this conclusion I was heavily influenced by the absence of evidence to corroborate the Landlord's testimony that they were cleaned prior to being stored in the garage or that refutes the Tenant's testimony that they were dirty when he found them stored in the garage. As the Landlord has failed to establish that the drapes were clean at the start of the tenancy, I cannot conclude that the Tenant was obligated to clean the drapes at the end of the tenancy. I therefore dismiss the Landlord's claim for cleaning the living room drapes.

I find that the Landlord has failed to establish that the Tenant left the rental unit in a condition that rendered it "unrentable". I therefore find that the Tenant is not obligated to compensate the Landlord for any of the costs associated to the new tenant's decision not to move into the rental unit on January 07, 2013, including lost revenue from January, February, and March of 2013, hydro expenses for any period after January 06, 2013, and the costs of finding a new tenant. The Landlord retains the right to seek compensation for lost revenue, hydro expenses, and the costs of finding a new tenant from the individual who elected not to proceed with his tenancy on January 07, 2013.

I find that the Landlord's application has been largely without merit and that the matter would likely have been resolved without the need for a dispute resolution proceeding if the Landlord has restricted her claim to compensation for replacing the wooden patio table. I therefore dismiss the Landlord's claim to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of $33.60, and I authorize the Landlord to retain this amount from the Tenant's security deposit, in full

satisfaction of this monetary claim. The remainder of the security deposit, which is $1,316.40, remains the subject of dispute resolution proceeding #B and will be dispensed following the conclusion of those proceedings.

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: May 31, 2013

Residential Tenancy Branch