



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This is an application for Monetary Order for \$4770.88.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent and if so in what amount?

## Background and Evidence

The applicant testified that:

- As part of the tenancy agreement the respondent was required to maintain the lawns at the rental property and failed to do so, and as a result he paid a lawn maintenance company to go in and take care of the lawns during the tenancy.
- The tenants also failed to waters the cedar trees and as a result the cedar trees died and had to be replaced.
- During the tenancy the tenants also had two NSF checks and in the tenancy agreement had agreed to pay \$50.00 per NSF check.
- Tenants fail to return keys for two deadbolts at the property and as a result those deadbolts had to be replaced.
- The tenant dented the shower rod during the tenancy and that Rod also had to be replaced.
- The tenants left the walls in the rental unit damaged and scratched and as a result they had to be repaired and repainted.
- The tenants left broken tile which had to be replaced.
- The tenants left a broken electrical receptacle and it had to be repaired.
- An exterior metal door has been dented and has to be replaced.
- A bathroom cabinet was damaged and had to be replaced.
- The baseboards were also damaged and had to be repaired and repainted.
- The tenants barbecue propane tank left a stain on the vinyl decking that could not be removed and therefore the vinyl decking had to be replaced.
- The tenants broke a window which had to be replaced.
- There are ink stains on a new carpet and it had to be replaced.

- The tenants broke one of the crisper drawers and as they could not find a matching drawer, they had to replace both drawers.

He is therefore requesting a Monetary Order as follows:

Lawn maintenance	\$240.00
Replace cedar trees	\$1108.00
NSF charges 2 X \$50.00	\$100.00
Deadbolts and shower rod replaced	\$162.36
Interior repairs and painting	\$2250.00
Vinyl deck replacement	\$393.77
Window repair	\$369.75
Carpet replacement	\$553.55
Refrigerator drawer replacement	\$138.28
Color copying photo evidence	\$8.74
Filing fee	\$50.00
Total	\$5374.45

The respondent testified that:

- It was our responsibility to take care of the lawn; however we were having some difficulty with the lawnmower. The landlord however never informed us that he was going to send someone to mow the lawns and therefore we do not believe we should be liable for this charge.
- We did water the trees, so I have no idea why they died; perhaps it was just an extremely hot summer.
- I don't dispute the claim for NSF charges.
- I don't dispute the claim for deadbolts; however I don't recall a dent in the shower rod.
- We attempted to do repairs at the rental property and did some puttying and sanding but did not repaint the rental unit.
- I don't dispute that our propane tank left a stain on the vinyl deck.

- I don't know who chipped the window; it may have been caused by the person landlord sent to mow the lawns.
- I did not see any stain on the carpet when we moved out, however we could not get the landlord to do a walk-through, and there was somebody already living in the rental unit before the landlord allowed an inspection.
- We did crack the fridge drawer however we don't believe we should have to pay for two drawers just for cosmetic reasons.

In response to the tenants' testimony the landlord testified that:

- It was the tenant who was not available to do a walk-through when they moved out as they vacated early and were out of town for nine days.
- The tenant's agent was supposed to do the walk-through however the agent failed to do so.
- The stains were in the carpet at the end of the tenancy.

### Analysis

It is my decision that I will not allow the charge for lawn maintenance, because the landlord has provided no evidence to show that he ever requested that the tenants improve their lawn maintenance before calling a professional to mow the lawns.

I will allow the claim for cedar trees, as I find it unlikely that the death of the trees was simply because of a hot summer. It's most likely that the tenants fail to adequately water the cedar trees.

The tenant does not dispute the claim for NSF charges.

The tenant does not dispute the claim for the deadbolts, and it is my finding the landlord has shown that the shower rod was dented at the end of the tenancy and I therefore allow that portion of the claim.

After reviewing the photo evidence it is my finding that the landlord has met the burden of proving that the rental unit was left in need of significant repairs, and therefore I also allow the claim for those repairs.

The tenant has admitted that his propane tank likely stained the vinyl decking, and therefore I also allow the claim for replacement of that decking.

The tenant claims that he does not know how the window was chipped, however it's my finding that since the window was not chipped at the beginning of the tenancy and was chipped at the end of the tenancy, the tenant is liable for that damage.

I also allow the claim for replacing the carpet as the photo evidence clearly shows the carpet has been stained, and I find it unlikely that the stain occurred after the tenant vacated.

I will allow the claim for replacing one damaged refrigerator drawer however, it is not reasonable to expect the tenants to pay for a second drawer simply because the colors do not match.

I will not allow the claim for color photocopying as this is the cost of the dispute resolution process and I have no authority to award costs other than the filing fee.

I will allow recovery of the filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

Replace cedar trees	\$1108.00
NSF charges	\$100.00
Replace deadbolts and shower rod	\$162.36
Interior repairs and painting	\$2250.00

Vinyl deck repair	\$393.77
Window repair	\$369.75
Replace carpet	\$553.55
Replaced refrigerator drawer	\$69.14
Filing fee	\$50.00
Total	\$5056.57

The applicant however is limited to the amount he applied for on the application which is \$4770.88 plus the filing fee of \$50.00 for a total of \$4820.88

### Conclusion

I have issued an order for the respondent to pay \$4820.88 to the applicant.

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: September 19, 2014

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Residential Tenancy Branch

