



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was convened to address a claim by the landlord for a monetary order and an order to retain the security and pet deposits. Both parties participated in the conference call hearing.

The landlord's evidence. Including photographs, was received by the Residential Tenancy Branch via fax. At the hearing, I advised the landlord that I was unable to determine the subject of several of the photographs as the images were not clear. The tenant stated that she also had poor black and white copies of the photographs. I advised the landlord that those photographs would not be considered as neither the tenant nor I could see the images.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began on July 1, 2013 and ended on October 1, 2014. They further agreed that monthly rent was set at \$650.00 per month and that the tenant paid a \$325.00 security deposit and a \$325.00 pet deposit at the outset of the tenancy.

The landlord testified that at the beginning of the tenancy, the blinds in the rental unit were new. At the end of the tenancy, the blinds were damaged, with a number of the slats badly bent. The tenant provided photographs showing that 3 of the blinds were badly bent. The landlord provided an estimate from Home Depot showing that the cost of replacing the blinds totaled \$212.80, inclusive of tax. He testified that he had replaced the blinds at that price, although he did not provide an invoice for that transaction. The tenant denied that the blinds were new at the outset of the tenancy and said the damage was already there when she moved into the unit. She further

stated that the blinds overlapped and because they were not properly fitted to the windows, it was inevitable that they would bend when used. The condition inspection report was entered into evidence and in the area in which the condition of the living room was recorded, on the side in which the move-in condition is noted, it states "Blinds Damaged". The landlord testified that he wrote this on the wrong side because he ran out of room on the side where he recorded other issues from the move-out. The tenant testified that she believed that this notation was on the inspection report from the time she moved into the unit. The tenant insisted that a proper move-in inspection was not completed because it was not performed until after she had moved her belongings into the unit. She acknowledged having signed the move-in condition inspection report. The tenant also signed the move-out condition inspection report, but noted on the report that she was "protesting this". The landlord seeks an award of \$212.80.

The landlord seeks to recover the cost of replacing screens at the end of the tenancy. He testified that the screens were in good condition at the end of the tenancy, but 2 of the screens were damaged at the end. The tenant provided photographs of the screens which shows small damaged areas. The landlord theorized that the tenant's cat had damaged the screens while the tenant argued that her cats were declawed and therefore could not have caused the damage. The tenant theorized that birds had damaged the screens and argued that the photographs show that the damage was to the outside of the screen. The landlord provided an estimate of \$174.72, inclusive of tax, to replace the screens. He testified that the screens had been replaced at that cost, although he did not provide an invoice for that transaction. The landlord seeks to recover the cost of replacing the screens.

The landlord testified that the laminate in the living room was damaged at the end of the tenancy. He stated that on the move-in condition inspection report, there was a notation that the laminate was damaged near the entryway, but at the end of the tenancy, the laminate was damaged in another area. The tenant provided a photograph showing an area in which the laminate appears to be scratched or dented. The tenant denied having caused this damage and claimed that she could not have caused it because this was not where she kept her furniture and in any event, she had taken care to ensure her furniture did not damage the floor. The landlord testified that he has not yet had the laminate replaced, but seeks to obtain the estimated \$288.75 cost of replacement for which he provided a quotation.

The landlord testified that the tenant gave notice that she would be vacating the rental unit on September 1, but in mid-August, she asked the landlord if he would permit her to stay for another month. The landlord agreed that she could stay until October 1, but by the time she had made that request, he had already paid \$46.39 to advertise the unit in

the newspaper as being available on September 1. The landlord seeks to recover this advertising cost.

The landlord testified that after the move-out condition inspection was completed, he noticed areas on a wall behind the front door which were damaged. He testified that he spent 4 hours patching and repainting that area and seeks to recover \$60.00 in compensation for his labour, which he valued at \$15.00 per hour for 4 hours. The tenant testified that the door damaged the wall because there was not a door stop behind the door and argued that she should not be held responsible for the damage.

The landlord seeks to recover \$25.00 as a parking fee for the month of September. The landlord testified that at some point during the tenancy, the tenant's friend began parking his truck in the back of the residential property and he gave the landlord \$25.00 per month, telling the landlord that he did so because "it was the right thing to do". The tenant argued that she should not have to pay for parking because she does not have a car.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

The landlord bears the burden of proving his claim on the balance of probabilities. The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and (if applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 32 of the Act provides that when a tenancy ends, the tenant is obligated to leave the unit in reasonably clean condition and undamaged except for reasonable wear and tear. The landlord claimed that the blinds were new and undamaged at the beginning of the tenancy while the tenant claimed that the blinds were not new at the beginning of the tenancy and says that they were damaged. The tenant also claimed that the blinds overlapped, although the photograph she provided clearly shows that the blinds did not overlap. For that reason, I find the landlord's evidence to be more believable than that of the tenant. The move-in condition inspection report shows that the landlord noted damage to the laminate at the beginning of the tenancy and at the hearing, he was very clear that he did not hold the tenant responsible for that part of the

laminate which was damaged prior to the tenancy. I find that the landlord was careful to note what areas were damaged at the outset of the tenancy and generally showed himself to be honest in his dealings with the tenant. I find that the landlord mistakenly noted the damage to the blinds on the wrong side of the condition inspection report and I find that the tenant caused the damage to the blinds during the tenancy. I find that the damage to the blinds was significant and the blinds required replacement. I find that the tenant should be held liable for the cost of the blinds and I award the landlord \$212.80.

The tenant's photographs clearly show damage to the screens in the unit, but I find the damage to be minimal and it has very little effect on the appearance of the screens and no effect on the functionality of the screens. I find that the minimal damage to the screens may be characterized as reasonable wear and tear and I find that the tenant should not be held responsible for this damage. I dismiss this part of the claim.

Because the landlord was careful to note pre-existing damage to the laminate in the condition inspection report, I find it more likely than not that the tenant caused the damage to the laminate shown in her photograph. Although the tenant claimed that she could not have caused this damage with her furniture, I find there are many other ways in which the damage could have occurred and the fact that she did not have furniture permanently sitting on that spot does not persuade me that she is not at fault. I find that the damage to the laminate goes beyond what may be characterized as reasonable wear and tear, but I also find it unlikely that the landlord will replace the laminate as he did not replace it when the pre-existing damage occurred. I find therefore that the tenant should be held responsible for the diminished value of the laminate as a result of her actions rather than the cost of replacement. I find that an award of \$50.00 will adequately compensate the landlord for this diminished value and I award him that sum.

The landlord agreed with the tenant that she could remain in the rental unit for an additional month past the time her notice to end her tenancy was to take effect. Because the landlord did not make his agreement contingent on payment of his advertising costs, I find that the tenant did not breach the Act or an agreement and therefore the landlord cannot recover the cost of advertising the unit for September. I dismiss that part of the claim.

I accept that the door in the rental unit did not have a door stop, but the absence of the door stop does not relieve the tenant of her obligation to ensure that the rental unit is not damaged. I find that the damage to the wall behind the door goes beyond what may be characterized as reasonable wear and tear and I find that the landlord had to expend time repairing the wall and is entitled to compensation for that time. I find the \$60.00 claim to be reasonable and I award the landlord \$60.00.

There is nothing in the tenancy agreement which requires the tenant or her guests to pay a charge for parking. While the tenant's friend was kind in offering the landlord payment for parking, neither he nor the tenant had a legal obligation to do so. In the absence of a breach of the tenancy agreement with respect to the claim for a parking charge, I dismiss that claim.

As the landlord has been partially successful in his claim, I find he should recover the \$50.00 filing fee and I award him \$50.00.

The landlord has been awarded a total of \$322.80 which represents \$212.80 for blinds, \$60.00 for painting and \$50.00 for the filing fee. I order the landlord to retain this amount from the \$325.00 security deposit and I order him to return the \$2.20 balance of the security deposit and all of the \$325.00 pet deposit to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$327.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The landlord is awarded \$322.80 and will retain this from the security deposit. The landlord is ordered to return \$327.50 to the tenant.

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: June 04, 2015

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Residential Tenancy Branch

