



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation for damage done to the rental unit. The landlord and one tenant participated in the teleconference hearing.

The hearing first convened on October 31, 2016. On that date, due to evidence issues, I determined that it was appropriate to adjourn the hearing.

The hearing reconvened on January 24, 2016. Neither party raised any further issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on December 1, 2014. The parties agreed that on that date the landlord's father looked over the rental unit with the tenants, but the landlord did not complete a move-in condition inspection report.

The tenancy ended on March 1, 2016. On that date the landlord's agent attended at the rental unit and discovered that the tenants had vacated. The tenants did not do a move-out inspection with the landlord.

The landlord stated that her agent observed and reported quite a bit of damage in the rental unit after the tenants vacated. In her application the landlord claimed monetary compensation of \$1,418.00 for carpeting, a bedroom door, painting and supplies, cleaning and two days of lost rent. In the landlord's evidence she submitted a worksheet with charges totalling \$2,563.00. However, the landlord did not amend her application to increase the amount of her claim.

In support of her claim the landlord submitted receipts and estimates, as well as photocopies of 10 photographs allegedly showing damage to the rental unit. I note that the photos do not clearly show damage, aside from one photograph showing what appears to be four nail holes in a wall.

The tenant disputed all of the damage that the landlord claimed. The tenant stated that most of the damage was pre-existing. The tenant stated that at the beginning of the tenancy there was a curry stain in the carpet, as well as stains in and on the stove, all of which could not be removed. The tenant stated that he gave the keys back late because he was unable to book the elevator on the first of the month to move out.

Analysis

I find that the landlord is not entitled to her claim.

Because the landlord did not complete a move-in condition inspection report with the tenant, there is no record of the agreed-upon condition of the unit at the beginning of the tenancy. The landlord therefore could not establish whether the damage was pre-existing or caused by the tenant during the tenancy.

The landlord claimed two days of lost rent, but she did not provide evidence of how that loss was the fault of the tenant, aside from the tenant's failure to return keys on time.

I therefore dismiss the landlord's application.

Conclusion

The landlord's application is dismissed.

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: February 21, 2017

Residential Tenancy Branch

