



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord’s application sets out a total monetary claim of \$512.50. The Landlord did not provide a monetary order worksheet however the Landlord did provide details of several items being claimed, some identifying a monetary cost and some with no monetary cost identified. These totals of the costs set out in these details greatly exceed the total monetary claim.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that a claim is limited to what is stated in the application. As the Landlord’s application has a total claim of \$512.50 I find that the Landlord is limited to claiming costs only to this amount. The Landlord was given time at the hearing to adjust the costs already identified to the total amount claimed.

Issue(s) to be Decided

Is the Landlord entitled to the costs claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: The tenancy started on April 1, 2018 and ended on May 1, 2019. Rent of \$1,025.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$512.50 as a security deposit. The Tenant provided its forwarding address on May 1, 2019. The Parties mutually conducted move-in and move-out condition inspections with copies of the inspection reports provided to the Tenants.

The Landlord states that the Tenants damaged the bedroom blinds by allowing rain to enter from the window that the blinds covered. The Landlord states that the blinds are cloth and that they were originally chosen for esthetic reasons. The Landlord states that the blinds were 10 years old by the start of the tenancy. The Landlord claims \$512.50 and provides a receipt for the blinds. The Tenants state that they did not damage the blinds. The Tenants state that the Landlord refused to show a completed report to the Tenants at the move-out inspection and did not give it to the Tenants for their signature. The Tenant states that the Landlord commented on the blinds being stained and dirty at move-out. It is noted that the move-out report states that mold is on the blinds. Both Parties provided photos of the blinds.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Guideline #40 of the Residential Tenancy Branch Policy

provides that the useful life of blinds or drapes are 10 years. Given the photos of both Parties I consider that the blinds were not near the value claimed for their replacement. As the Landlord's evidence of costs is merely a paid receipt with no details of the quality or type of blinds purchased I find that the Landlord has provided insufficient evidence to establish that the replacement costs being claimed are for the same or similar blinds. Further given the Landlord's evidence of the age of the blinds I find on a balance of probabilities that the blinds had no value left and that no loss of value occurred as a result from any damage by the Tenants. For these reasons I dismiss the claims for the blinds. As the Landlord's claim has not been successful I dismiss the claim for recovery of the filing fee and in effect the application is dismissed in its entirety.

I order the Landlord to return the security deposit plus zero interest of \$512.50 to the Tenants forthwith.

#### Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$512.50**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 15, 2019

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Residential Tenancy Branch