



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of her security deposit and a cross-application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the hearing and had opportunity to be heard.

Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to the return of the security deposit and whether the landlord is entitled to an award for damages to the rental unit.

Background and Evidence

The tenancy began in March 2007 and ended on or about June 1, 2008. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$200.00. I note that the landlord provided evidence regarding damage to carpets and a sink but made no claim for those items, so accordingly they are not addressed in this decision. I address the landlord's claims and my findings around each as follows.

- a. Labour. The landlord claims \$240.00 as the cost of labour, which includes painting, cleaning and drywall repair. No condition inspection was done either at the beginning or the end of the tenancy. Both the landlord and tenant provided photographs showing the condition of the rental unit at the end of the tenancy. The tenant's photographs show that the walls were in reasonably good condition while the landlord's photographs show that the walls were extensively damaged. The parties agreed that early in the tenancy the landlord stapled a piece of carpet to a post in the rental unit because the tenant's 3 cats were using the post as a scratching post and the landlord wanted to minimize damage. The landlord testified that the walls in the rental unit were painted just before the tenancy began. The tenant acknowledged that the walls had been recently painted when she moved in. The landlord further testified that the rental unit was left uncleaned and that extensive cleaning was required. The tenant testified that she cleaned the walls, windows and floors and

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that her sister, who is a professional housecleaner, inspected the unit when she moved out. The landlord asserted that her photographs show an exceptionally unclean rental unit. The tenant is responsible for cleaning at the end of the tenancy and is responsible for any damage beyond reasonable wear and tear. The landlord bears the burden of proving her claim. Having examined both sets of photographs, I find that the blinds, bathroom shelves and some areas of the walls required cleaning. I find that 2 hours of cleaning at a rate of \$15.00 per hour would have been sufficient to perform this cleaning and I award the landlord \$30.00. Although the landlord's photographs show extensive damage to the walls, the tenant's photographs show very minimal damage. I find that the landlord has not proven that the damages are as extensive as she alleges or that they were caused by the tenant. The tenant's cats clearly caused some damage, which necessitated putting up carpet on the post, and I find that the landlord may recover for the cost of repairing that limited damage. I find that \$40.00 will adequately compensate the landlord and I award the landlord that sum for a total labour award of \$70.00.

- b. Cleaning supplies. The landlord claims \$25.00 as the cost of cleaning supplies. The landlord did not submit receipts for the cleaning supplies and testified that she already had supplies on hand and made an estimate as to the cost of the supplies. I have already found that minimal cleaning was required and find that the landlord is entitled to recover the cost of the supplies used to perform that cleaning. In the absence of evidence as to the cost of the supplies, I find that \$5.00 is reasonable and I award the landlord that sum.
- c. Drywall supplies. The landlord claims \$15.00 as the cost of the supplies needed to repair the drywall. The landlord did not submit receipts for the drywall supplies and testified that she purchased putty and used other supplies that she already had on hand. I have already found that minimal repairs can be attributed to the tenant and find that the landlord is entitled to recover the cost of the supplies to perform those repairs. In the absence of evidence as to the cost of the supplies, I find that \$5.00 is reasonable and I award the landlord that sum.
- d. Paint. The landlord claims \$53.50 as the cost of paint. The landlord did not submit receipts and testified that she already had paint on hand from when the rental unit was last painted. I have already found that minimal damage to the paint can be attributed to the tenant and find that the landlord is entitled to recover the cost of the paint to perform those repairs. In the absence of evidence as to the cost of the paint, I find that \$10.00 is



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reasonable and I award the landlord that sum.

- e. Carpet cleaning. The landlord claims \$150.00 as the cost of cleaning the carpets at the end of the tenancy. The landlord testified that she used her own carpet cleaner and that she was charging for two cleanings at \$75.00 per cleaning. The landlord further testified that it was necessary to clean the carpet three times because there was a strong smell of cat urine in the carpets. The tenant acknowledged that carpets were not shampooed at the end of the tenancy, but testified that the carpets were vacuumed. The tenant asserted that the cats did not urinate on the carpet, but used a litter box. I find that the tenant was responsible to shampoo the carpets at the end of the tenancy. I find the landlord's arbitrary charge of \$75.00 per cleaning to be excessive and given the small area which was carpeted, I find that the landlord is entitled to recover \$80.00 which represents \$40.00 per cleaning for two cleanings. I award the landlord \$80.00 for this claim.
- f. Filing fee. The landlord seeks to recover the \$50.00 paid to bring this application. As the landlord has enjoyed only partial success in this application, I find that the landlord is entitled to recover \$30.00 of the fee and award the landlord \$30.00.

In summary, the landlord has been successful in the following claims:

Labour	\$ 70.00
Cleaning supplies	\$ 5.00
Drywall supplies	\$ 5.00
Paint	\$ 10.00
Carpet cleaning	\$ 80.00
Filing fee	\$ 30.00
Total:	\$200.00

Conclusion

I find that the landlord has established a claim for \$200.00. I order that the landlord retain the security deposit in full satisfaction of the claim. The tenant's claim for the return of the security deposit is dismissed.

Dated: September 10, 2008.

Dispute Resolution Officer