



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to an award for damages?

### Background, Evidence and Analysis

The tenancy began in 1999 and ended on or about February 29, 2008. The rental unit is a single family home with 3 bedrooms, a bonus room, living room, kitchen and bathroom and a garage. I address the landlord's claims and my findings around each as follows.

- a. **Painting.** The landlord claims \$2,500.00 as the cost of painting the rental unit on March 7, 2008 and a further \$799.50 as the cost of painting the rental unit on March 28, 2008. The landlord testified that the second painting was required because the first painter's work was inadequate. The parties agreed that the house had been painted before the tenancy began in 1999 and that in 2007, the tenants repainted kitchen, master bedroom and office. The landlord claims that he reimbursed the tenants for the paint used in 2007. The tenants testified that the landlord only paid for enough paint for one room. Residential Tenancy Policy Guideline 27

lists the useful life of paint as 4 years. As the landlord did not provide any evidence that the walls were damaged beyond what would be considered reasonable wear and tear, I find that most of the house would have required painting after a 9 year tenancy and that the landlord has not proven that the newly painted rooms required repainting. I find that the tenants cannot be held responsible for repainting the rental unit and accordingly dismiss the landlord's claim.

- b. **Cleaning windows.** The landlord claims \$200.00 as the cost of cleaning windows in the rental unit. The landlord entered into evidence an invoice dated March 7, 2008 showing that he was billed this sum. The landlord testified that the cost was for painting both windows and window sills. The tenants testified that they completely cleaned the rental unit at the end of the tenancy. The parties agreed that on March 1 they went through the rental unit together and that on that date nothing was said to the tenants about the windows being unclean. No condition inspection report was completed. The landlord testified that he was unwilling to bring up the cleaning issues on March 1 because he the tenants were not yet completely moved out and he feared the tenants would not continue to move if cleaning deficiencies were brought to their attention. The landlord provided a letter from the tenants who were to move in on March 1 in which they stated that the house was dirty, specifying that the cupboards, walls and carpets were filthy. The letter does not address the state of the windows. The landlord bears the burden of proving his claim. No condition inspection report was completed, the tenants were not told that

the windows required cleaning thereby depriving them of an opportunity to clean the windows and the landlord did not provide photographs showing that cleaning was required. I find that the landlord has not proven his claim and accordingly the claim is dismissed.

- c. **Carpet cleaning.** The landlord claims \$300.00 as the cost of cleaning carpets on March 7, 2008 and a further \$189.00 as the cost of deep cleaning carpets at a later date. The landlord entered into evidence an invoice dated March 7, 2008 and another invoice dated April 2, 2008 showing that he was billed for the amounts claimed. The landlord testified that the carpets were not cleaned at the end of the tenancy and that the carpets required two cleanings before they were sufficiently cleaned. The tenants testified that they cleaned the carpets in January. The Residential Tenancy Policy Guidelines state that tenants leaving a rental unit after a tenancy of at least one year in duration must clean carpets at the end of the tenancy. While the tenants may have cleaned the carpets in January, they continued to live in the rental unit for another month after the cleaning. I find the landlord is entitled to the cost of cleaning the carpets at the end of the tenancy. However, the landlord has not proven that two cleanings were required. I note that the second cleaning was performed after the second painting had been completed and the new tenants had lived in the rental unit for a period of time, which suggests that further soiling of the carpet may have occurred which was not the fault of the tenants. I find the landlord may only recover the cost of the first cleaning and I award the landlord \$300.00.

- d. **Re-keying costs.** The landlord claims \$137.64 as the cost of re-keying the locks on the rental unit and garage. The landlord entered into evidence an invoice dated March 8, 2008 showing that he was billed this sum. The landlord testified that the tenants did not return the house or garage keys to him and that he had to have the locks re-keyed as a result. The tenants testified that they did not return the key to the landlord because he did not ask for the key and further testified that the key did not well in the lock. I find that the landlord would have been responsible to change the locks at the outset of the new tenancy in any event in order to secure the residence for the new tenants. The landlord's claim is dismissed.
- e. **Landscaping.** The landlord claims \$504.00 as the cost of landscaping. The landlord entered into evidence an invoice dated May 26, 2008 showing that he was billed this sum. The landlord acknowledged that the tenants had done much of the landscaping, including improving the flower beds and planting trees. The tenants testified that one tree which they had planted by the driveway was cropped to approximately 4 ½ feet high at the end of the tenancy. The landlord testified that the tree was cut off to approximately 3 ½ feet and had to be removed and replaced by a professional landscaper. The landlord did not provide photographs of the lawn or garden area at the end of the tenancy to show the condition in which it was left. I find that the landlord has failed to prove that the tenants left the landscaping in a condition which required the services of a landscaper and accordingly dismiss the landlord's claim.

f. **Loss of income.** The landlord claims \$1,025.00 as lost income for the month of March. The landlord testified that new tenants arrived at the rental unit prepared to move in on March 1 and that the tenants had not fully vacated the rental unit on that date. The landlord testified that the new tenants were forced to rent other accommodations for the first half of March and were not able to move into the rental unit until the third week of March. The landlord further testified that although the new tenants occupied the rental unit for part of March, the landlord did not charge them rent for that period as they had been inconvenienced. The landlord entered into evidence a letter from the new tenants in which they state that they had to pay for accommodation elsewhere. The tenants testified that most of their belongings had been moved from the rental unit to the garage and that they moved their belongings from the garage throughout the first week of March. I find that the tenants failed to vacate the rental unit on February 29 and that they overheld the rental unit for one week. I have already found that the landlord had to clean the carpets that the tenants failed to clean, but find that delay beyond the first week of March was due to the landlord's choice to repaint the rental unit. I am not persuaded that the new tenants could not have moved into the rental unit in the second week of March and paid rent for the remainder of the month. I find that the landlord is entitled to recover one week of lost income, which is 25% or \$256.25 of the \$1,025.00 in rent which would have been payable for the month. I award the landlord \$256.25.

- g. **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

### Conclusion

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

Carpet cleaning	\$ 300.00
Loss of income	\$ 256.25
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$ 606.25</b>

I find that the landlord has established a claim for \$606.25 and I grant the landlord an order under section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 15, 2008.