



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC MNSD FF

Introduction

This application was brought by the landlord seeking Monetary Order for damage to the rental unit and carpet and cleaning costs, and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

This tenancy was the subject of a hearing on September 29, 2008 under file number _____ on the tenant's application as a result of which the Dispute Resolution Officer awarded the tenant the security deposit in double under section 38(6) of the *Act*. Accordingly, that part of the landlord's application has been previously heard and is dismissed.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for damages and cleaning.

Background and Evidence and Findings

This tenancy ran from August 1, 2002 to June 30, 2008. Rent was \$1,200 per month and the landlord held a security deposit of \$600.

During the hearing, the landlord presented claims, the tenant responded, and I find as follows:

Evidence preparation and other costs associated with the hearing. The landlord submits claims for items such as paper and ink, photos and time involved in the hearing. Such expenditures are largely discretionary and there is no mechanism available to me to award such costs. This part of the landlord's claim is dismissed.

Carpet cleaning - \$215.25. The tenant gave evidence that she had had the carpets cleaned in April of 2008 and did not feel it necessary to clean them again at the move-out in June 2008. It is standard procedure for tenant's moving out to provide cleaned carpets at the end of the tenancy, a matter of some assurance to the new tenants who are moving in behind her. I find that this claim, supported by a receipt, is reasonable and appropriate and it is allowed.

Damage to floors – \$2,485.76. Included in this claim is a stain on the master bedroom carpet of which the tenant claims no knowledge as it was under the area on which her bed was placed. Also included is dark staining on the bathroom floor adjacent to the shower. The landlord suggests this is the result of careless use of the shower while the tenant believes it resulted from a short term leak of the toilet flange. Given the length of the tenancy, the age of the home and the difficulty of ascertaining the cause of the stains in question, I find that the landlord has not provided sufficient proof that they resulted from any negligent act or inaction on the part of the tenant. Therefore, I must dismiss this part of the landlords claim.

Small Repairs to Exterior of House - \$230.38. These claims are challenging to itemize as the landlord had a repairman attend the residence twice to attend to a number of matters which were blended in two billings and included items accepted by the landlord as hers. The items included a hole in the roof over the deck, a plexiglass

panel on the railing, and replacement of three light fixtures. The tenant states that her two sons did not and could not have played any role in the damage.

However, the fact that there are two letters on file, one cautioning about the sons climbing on the roof, and another regarding them or friends accessing the deck by ladder suggests a strong possibility that their activities contributed to the damage. In addition, by the tenant's own accounting, two interior passage doors were sufficiently damaged that she voluntarily replaced them at the end of the tenancy, suggesting that the tenants were capable of damage.

I find on the balance of probabilities that the tenant was responsible for a hole in the corrugated fiberglass roof and the crack in the plexiglass panel. The nature of the hole is simply not consistent with the tenant's suggestion that it was done by a raccoon, and as the landlord noted, if ultra violet rays had caused the plexiglass panel to crack, the others along side it would also show similar signs of deterioration.

The other items included were three broken exterior light fixtures. The tenant held that these were simply a result of deterioration by age. While that may be possible, one under which the tenant's sons played basketball hoops is more likely to have suffered as a result of that activity. Given that there is more doubt with respect to the other two, I will reduce the landlord's claim by \$40 to \$190.38.

General Cleaning - \$140. The landlord claims general cleaning costs of \$140 which, based on the photographic evidence and the written submission from her cleaning lady, I find to be a fair and reasonable assessment and it is allowed.

Repair/replace window coverings - \$55. The landlord makes claim that the living room blinds required replacement of three slats (\$15), damage to the living room drapes requiring replacement (\$30) and the same to the ensuite net curtains (\$10). I find that

the tenant is responsible for the repair of the blinds, but given the fact that the tenant stated the drapes and curtains were not used in favour of her own, I find it impossible to say with certainty that the damage lies with the tenant. Therefore, I allow the \$15 on this claim for the blinds.

Filing fee - \$50. I find sufficient merit in the landlord's application, that she should recover the \$50 filing fee for this proceeding from the tenant.

Therefore, I find that the tenant owes to the landlord an amount calculated as follows:

Carpet cleaning	\$215.25
Small Repairs to Exterior of House	190.38
General cleaning	140.00
Repair/replace window coverings	15.00
Filing fee	<u>50.00</u>
TOTAL	\$610.63

Conclusion

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$610.63 for service on the tenant.

Dated: October 29, 2008