



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in satisfaction of the claim.

Issue to be Decided

Whether the landlord is entitled to a monetary order for the costs incurred in addressing damages and an order to retain the security deposit in satisfaction of the claim?

Background and Evidence

On May 4, 2007, the landlord collected a security deposit in the amount of \$650.00. The tenancy began on June 1, 2007 and ended on October 31, 2008. A move in condition inspection was completed on June 7, 2007 and a move out condition inspection was completed on October 31, 2008. A copy of the report for both inspections was submitted by the landlord.

The landlord claims that the tenants did not complete cleaning and left damages to the rental unit when they moved out. The landlord is seeking recovery of costs incurred in cleaning and in addressing the damages.

Analysis

Cleaning

The tenants did not dispute the landlord's claim of \$80.00 for 4 hours of cleaning and \$10.00 for cleaning supplies for a total amount of \$90.00. I therefore allow a claim of \$90.00 as the costs of cleaning.

Wall Repair and Painting

The landlord is claiming \$290.00 as costs of labour and \$34.74 as costs of the paint for a total amount of \$324.74. The landlord said that the rental unit was newly painted and renovated before the tenants moved in. When the tenants moved out, there were 87 holes throughout the rental unit. As well, there were two marks left by a large mirror on the living room wall. To support her claim, the landlord submitted photos showing that the tenants had attempted to patch up some of the holes and left the areas unfinished. The landlord also said that the tenants had put up curtains without her permission. In doing so, the tenants drilled numerous holes on the window frames and they remained un-repaired when the tenants moved out.

The tenants did not dispute that they had caused: 1) holes in the kitchen; 2) holes in the living room when the cable box was installed; 3) holes on the window frames where they mounted the curtains; and 4) two marks on the living room wall. The tenants said that the 13 holes in the bedroom were made by thumb tacks. The tenants also said that tenant A's father did attempt to patch up some of the holes as shown in the photos.

In determining whether the tenants are responsible for the costs of repairing and repainting the walls, I am guided by Residential Tenancy Police Guideline 1. With respect to "Nail Holes", the Guidelines states that if there are an excessive number of nail holes that have caused damage to the wall, the tenant must pay

for repairing the walls. In this case, I find sufficient evidence to support that the tenants had caused damage to the walls with an excessive number of nail holes.

Regarding the costs involved in addressing such damages, the landlord explained that due to the excessive number of nail holes, the repairman had to repaint some of the walls in their entirety. Therefore, the total costs for labour came to \$290.00. To support her monetary claim, the landlord submitted two receipts dated November 10, 2008 as costs of labour for a total amount of \$290.00; and a receipt dated November 10, 2008 for \$34.74 as costs of the paint.

Based on above, I allow a claim of \$324.74 for repairing and repainting the walls.

Miscellaneous Repairs

The landlord is claiming for \$84.00 as costs for addressing these four damages: 1) reattach support legs for kitchen shelf; 2) fill large nail holes in kitchen wall; 3) replace missing bracket for window blinds; and 4) re-attach smoke detector.

The tenants did not dispute that all of the named items needed repair except for item 3) the missing bracket for window blinds. She said that when they move out, the bracket for the window blinds in question was working.

Regarding the costs involved in addressing these damages, the landlord explained that the handyman spent one hour at a cost of \$40.00 per hour in completing all of the necessary repairs. However, the handyman had a two hour minimum of \$80.00 when he was providing a service call. Therefore the total costs came to \$84.00 including tax.

Based on the above, I allow a claim of \$84.00 in addressing the miscellaneous repairs as mentioned above.

Light Bulbs

The landlord is claiming for \$4.00 as costs of replacing the dining room light bulbs. The tenants said that they had replaced these bulbs in the summer of 2008 and that the bulbs were working when they moved out. The landlord did not provide any receipt in support of her claim in this regard. Based on the above, I find that the landlord has not proven her claim and I disallow her claim of \$40.00 for light bulb replacement.

Conclusion

Based on all of the above, I find that the landlord has established a claim of \$498.74 as costs incurred in cleaning and in addressing the damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain a total amount of \$548.74 from the security deposit and interest of \$666.30 in satisfaction of her claim. The landlord is to return the balance of \$117.56 forthwith to the tenants.

Dated: January 28, 2009