



# Dispute Resolution Services

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

## **DECISION AND REASONS**

Dispute Codes: MNDC, MNSD, & FF

### Introduction:

This hearing dealt with an application by the landlord for compensation due to damage to the rental unit. The landlord also seeks to retain the tenants' security deposit plus interest in partial satisfaction of this claim. Both parties appeared for the hearing and were provided the opportunity to be heard and to respond to the evidence of the other party.

### Issues to be Determined:

Has the landlord established a monetary claim related to damage caused to the rental unit by the tenants?

### Background and Evidence:

This tenancy began on July 15, 2008 for the monthly rent of \$1,500.00 and a security deposit of \$750.00 paid on June 23, 2008. There was no move-in condition inspection report completed by the parties. The tenancy ended effective October 31, 2008.

The landlord is requesting damages related to the cost to change the locks to the rental unit, for cleaning the rental unit, for disposing of the tenants' possessions, damage to the bedroom and doors and the replacement of carpets due to pet damage.

The landlord was originally going to complete the move-out condition inspection and receive the keys to the rental unit on October 31, 2008. The tenants; however, had not completed their moving and indicated they would not be available until approximately 1:00 p.m. the next day. The landlord stated that she left a note at the rental unit requesting she be contacted to complete the move-out and also left a telephone message. The landlord stated that by 3:00 p.m. she had not heard from the tenants and had the locks changed by approximately 4:00 p.m.

The landlord and tenant apparently had subsequent discussions on November 2 and 8<sup>th</sup>, 2008 about the remaining possessions left by the tenants and respecting the return of the tenants' security deposit. As of the date of this hearing the tenants had still not picked up their abandoned possessions.

The landlord claims the following damages due to the tenants' failure to properly clean and maintain the rental unit during their occupancy:

Carpet cleaning – heavily soiled due to pets	\$617.30
Replacement of living room carpet	\$1,423.25
Cleaning of fabric in kitchen nook	\$70.56
Repair of pet damage to French doors	\$208.00
Replacement of moulding in bathroom	\$50.00
4 hours of cleaning	\$100.00
Change of locks	\$210.00
Loss of revenue while repairs being completed	\$1,500.00
Lawn maintenance	\$50.00
Recovery of filling fee for application	\$50.00
<b>Total</b>	<b>\$4,279.11</b>

The landlord confirmed during the hearing that all the carpets in the rental unit are approximately fifteen years old and that the French doors are also approximately fifteen years old.

The tenants disagree with the landlord's claims and argue that the landlord failed to complete a move-in condition inspection as required by the *Act*. The tenants' argued that there was no pet damage and that the carpeting and doors already had pre-existing damage and stains due to previous tenants. The tenants' acknowledged that they abandoned some of their possessions and arrangements were made during the hearing for the tenants to pick up these items.

The landlord submitted extensive photographs and receipts in support of her application.

I received information from the landlord, after the hearing, that the tenants failed to pick up their possessions on the date arranged during the hearing. I am satisfied that these items have been abandoned by the tenants and that these items have a value less than \$500.00. Therefore, the landlord may dispose of these items at anytime.

### Analysis:

I grant the landlord's application in part. I am persuaded from the photographic evidence that the tenants failed to return the rental unit in a clean and undamaged condition at the end of the tenancy. However, the landlord did fail to complete a move-in condition inspection report so I have determined that any award to the landlord must be reduced by 20 percent due to previous wear and tear.

Given the photographic evidence and the comments provided in the receipts from the landlord, I accept the cost for carpet cleaning and for cleaning the fabric in the kitchen nook for the sum of \$687.86.

I deny the landlord's claim for the replacement of the living room carpet. I find that this carpet had no further value given its age due to normal wear and tear. I find that the

landlord is appropriately compensated for any damage caused by the award for the carpet cleaning.

I deny the landlord's request for replacement of the French doors. From reviewing the photographs with the parties during the hearing, I find that the damage to these doors is cosmetic and minor. I find that the landlord is reasonably compensated for repairing this damage for the sum of \$50.00.

I accept the landlord's claim for cleaning the rental unit for the sum of \$100.00, the cost to change the locks to the rental unit for \$210.00 and the repair to the bathroom moulding for \$50.00.

I deny the landlord's claim for \$1,500.00 for loss of rental revenue due to these repairs. I find that this cost is largely due to replacing the living room carpet which is not a cost I have accepted. I accept that the landlord is entitled to half a month's rent due to loss of revenue while cleaning and repairing the rental unit for the sum of \$700.00. Finally, I accept the landlord's request to recover the \$50.00 filling fee paid for this application from the tenants.

I find that the landlord has established a total monetary claim for the sum of \$1,747.86. From this sum I Order that the landlord may retain the tenants' security deposit plus interest of \$755.90 in partial satisfaction of this claim.

I grant the landlord a monetary Order for the remaining balance owed of **\$991.96**. This Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion:

The landlord's application is granted in part. I have awarded the landlord a monetary Order for the sum of **\$991.96** due to the tenants' breach of the tenancy agreement and *Act*.

Dated January 13, 2009.

---

Dispute Resolution Officer