



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND MNR MNSD MNDC FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord, an agent for the landlord, one of the two tenants and an advocate for the tenant participated in the teleconference hearing.

The tenant submitted evidence for the hearing but did not provide a copy to the landlord. As the landlord did not have an opportunity to review or respond to the tenant's evidence, I did not admit or consider the tenant's documents in reaching my decision.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The first tenancy, a one-year fixed term tenancy, began on or about August 1, 2007. On July 31, 2007, the landlord collected a security deposit from the tenants in the amount of \$1550. The landlord and tenants carried out a joint move-in inspection on August 6, 2007 and completed an inspection report. The parties entered into a new one-year fixed term tenancy agreement on August 1, 2008. On November 1, 2008 the tenants gave the landlord written notice that they intended to vacate as of November 30, 2008. On November 30, 2008 the landlord and tenant conducted a joint move-out inspection and the tenant signed the report. The report indicated that the unit required

painting, cleaning, carpet cleaning and repair of damages.

The landlord has applied for monetary compensation for the following:

- 1) \$250 for the balance of rent for November 2008
- 2) \$300 for 15 hours of cleaning at \$20 per hour – the landlord did the cleaning and based the hourly rate on a slightly lower rate than that of professional cleaners' quotes
- 3) \$850 for labour for interior painting – the landlord stated the house had last been painted in July 2007, just before the tenants moved in, and because of the dirty condition of the walls, demonstrated in the landlord's photographic evidence, approximately 80 to 90 percent of the 4500 square foot house had to be repainted
- 4) \$350 for labour and machine rental for carpet cleaning – the landlord rented a very strong machine and used very strong chemicals to clean the carpets, and they based the cost of their labour on the quotes for of professional carpet cleaners. The landlord did not provide a receipt for the cost of renting the carpet cleaning machine
- 5) Materials, as follows
  - a. \$412.50 for various cleaning, painting and repair supplies – the landlord owns more than one rental property, so they had some supplies on hand when they began cleaning and repairs, and they purchased more supplies when they ran out
  - b. \$7.36 for blinds
  - c. \$253.52 for paint
- 6) \$150 for labour and supplies to replace a portion of the lino in the laundry room
- 7) \$50 for labour and supplies to repair the stair railings

- 8) \$50 for labour to unplug two plugged drains
- 9) \$70 for grass removal – as set out in the tenancy agreement, the tenants were responsible for cutting the grass, but they never removed the grass they cut, and the landlord paid some friends \$70 to remove the grass cuttings with their car
- 10) \$350 to replace a portion of burnt carpet.

The tenant's response was as follows. The tenant acknowledged the unpaid rent (item 1). The tenant acknowledged responsibility for damage to the lino and the carpet (items 6 and 10), but thought that the amounts the landlord claimed were excessive.

The tenant disputed all of the remaining items of the landlord's claim. The tenant acknowledged that she did sign the move-out inspection report, but she did it under pressure from the landlord.

The tenant did cleaning before she moved out (item 2, landlord's labour for cleaning, and item 5(a) cleaning supplies).

The tenant disagreed with the landlord's evidence regarding the need for painting (item 3, landlord's labour, and items 5(a) and (c) painting supplies and paint), as any damage to the walls was normal wear and tear, and the tenant purposely did not hang any pictures on the walls. The tenant submitted that the landlord's photographs show that there is hardly any damage to the walls.

The tenant asked the landlord whether she could rent a carpet cleaning machine and the landlord replied that she could not, because it had to be a professional. Then the landlord went ahead and did it themselves, and on that basis the tenant felt the landlord should not be entitled to claim for carpet cleaning (item 4).

The tenant disputed the landlord's claim for the cost of a new blind (item 5(b)). In regard to repairing the railing (item 7), the tenant stated that the landlord was responsible for causing the damage to the railing. Regarding labour for unplugging the drains (item 8), the tenant acknowledged that water was slow to drain, but it did drain. Regarding the grass disposal (item 9), the tenant stated that they disposed of the cuttings were the

landlord said to dispose of it.

### Analysis

The landlord is entitled to the outstanding rent, as acknowledged by the tenant. In regard to the remainder of the landlord's claims, the tenant did sign the move-out inspection report, acknowledging the need for landlord cleaning, painting and repairs, and she did not provide sufficient evidence to establish that she signed the report under duress. However, the landlord bears the burden of proving each of their claims.

The landlord's evidence provides some support for their claims, including damage to some of the walls and carpet, the damaged lino and dirty appliances including the stove and an overhead fan vent. Not many of the photographs, though, clearly illustrate what items required cleaning, as the tenant was still in the process of moving out a large number of possessions when the photographs were taken. The landlord did not provide a clear breakdown of all of their labour; nor did they distinguish between labour and supplies in their claims regarding the carpet cleaning, the lino or the stair railings. I therefore determined, based on the evidence presented, what was a reasonable claim in the circumstances.

I found the landlord to be entitled to the following:

- 1) \$250 for outstanding rent
- 2) \$100 for cleaning – the stove and some other items as depicted in the landlord's photographs did appear to require cleaning, the tenant acknowledged in the move-out report that some cleaning was required
- 3) \$500 for labour for painting – some of the photographs show that the walls were not in pristine condition, and the tenant acknowledged the need for fairly extensive painting in the move-out report. I accept the evidence of the landlord regarding the size of the house. However, the landlord is not a professional and therefore may not charge professional rates.
- 4) \$0 for carpet cleaning – I accept the tenant's evidence that the landlord told her the carpets had to be professionally cleaned, and then the landlord failed to do professional cleaning.

5) Materials:

- a) \$100 for cleaning, painting and repair supplies - it was not clear whether all of the supplies purchased were used solely on the rental unit in question (also see analysis for items 2 and 3, above)
  - b) \$7.36 for blinds – the move-out inspection referred to a damaged blind
  - c) \$253.52 for paint (see analysis for item 3, above)
- 6) \$75 for labour and supplies to replace a portion of lino – the tenant acknowledged damage to the lino, but the landlord did not provide a breakdown of labour and materials
- 7) \$25 for labour and supplies to repair the stair railings – the move-out inspection refers to the broken railing, and it was open to the tenant to dispute this point with the landlord at the time of the inspection but she chose not to do so. However, the landlord did not provide a breakdown in labour and supplies, and the work required appeared fairly simple
- 8) \$10 for labour to unplug two plugged drains – the tenant acknowledged that the water was draining slowly, and I find that the drains likely required unplugging; however, I find the landlord's claim of \$50 to be unreasonable for a fairly simple procedure
- 9) \$15 for grass removal – the landlord provided a photograph of a pile of grass clippings that the tenant ought to have disposed of. I do not find \$70 a reasonable amount to charge for having a friend remove the grass clippings
- 10) \$200 for replace a portion of burnt carpet – the tenant acknowledged responsibility for the burnt carpet, but the landlord did not provide a breakdown of labour and supplies for this item

The landlord is also entitled to recovery of the \$50 filing fee for the cost of their application, for a total claim of \$1585.88.

Conclusion

I order that the landlord retain the security deposit and interest of \$1583.24 in full satisfaction of their claim. I decline to grant a monetary order for the minimal balance of \$2.64.

Dated March 9, 2009.