



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit in partial satisfaction of a monetary claim. The application form shows that the monetary amount that the landlord claimed was \$1040.04. In the “Details of the Dispute” section of the application, the landlord specified that they requested a monetary order for \$1040.04, less the security deposit. Despite the landlord's failure to tick the box to claim a monetary order for damage to the rental unit, I find that the landlord's application was sufficiently clear that their monetary order may exceed the amount of the security deposit and interest.

An agent for the landlord, a witness for the landlord and the tenant all participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on December 1, 2006. On November 28, 2006 the landlord received from the tenant a security deposit of \$412.50. The tenancy ended on November 30, 2008. The landlord attempted to conduct a move-out inspection with the tenant on that date, but the tenant was not present. The landlord re-attended the premises on December 1, 2008, and noted that the unit still required cleaning and had some damages. The landlord gave the tenant more time to conduct cleaning and repairs, and the tenant and landlord met to conduct the move-out inspection on

December 3, 2008. The landlord's agent found several items still requiring cleaning and repair, and made note of those items on the move-out inspection form. The tenant did not agree with the landlord's assessment of the condition of the rental unit. The landlord provided as supporting evidence photographs of the condition of the unit on December 3, 2008 and detailed testimony of all the items requiring cleaning or repair. The landlord claimed as follows:

- 1) \$110 to repair damaged carpet – the landlord provided a receipt for \$110 from a carpet restoration company that repaired a brown spot on the living room carpet
- 2) \$150 for suite cleaning – the landlord provided a receipt for \$210 for professional cleaning of the unit “incl. bathroom, kitchen cupboards, fridge, stove + oven, dishwasher, all windows, blinds, light fixtures, etc.” The landlord has claimed a reduced amount for the cleaning costs
- 3) \$550 for 50 percent of painting costs – the landlord was unable to clean the walls of the unit, and the tenant had caused some damage to the paint by using tape on the walls. The landlord provided a receipt for \$1100 for paint and labour to paint and repair all interior walls, and originally claimed 60% of the total bill. In the hearing the landlord and tenant agreed that the paint was two years old at the end of the tenancy, and on that basis the landlord stated they would be willing to reduce their claim to 50 percent, based on the average useful life of interior paint set out in the Residential Tenancy policy guidelines as four years.
- 4) \$10 for light bulbs
- 5) \$77.04 for re-keying of locks – the evidence of the landlord was that the tenant did not return her keys, and the landlord therefore needed to re-key the locks. The landlord provided a receipt for \$77.04 for re-keying two locks and one mailbox lock.

The response of the tenant was as follows. The tenant acknowledged that some light bulbs needed to be replaced (item 4), but she denied the remainder of the landlord's claims. The tenant acknowledged there was a stain in the carpet, but it appeared to have been removed when the tenant cleaned the carpets (item 1). The tenant

submitted that the walls suffered only normal wear and tear, and some of the marks on the walls were caused by the heaters, so the tenant should not be held responsible for that damage. The tenant acknowledged that she did affix some pictures on the walls with tape, but she did it so that she wouldn't put any holes in the walls. The tenant also stated that the walls were scuffed when she moved in (item 3). The tenant submitted that she did extensive cleaning of the suite, and that during the move-out inspection the landlord's agent was being unreasonable about minor points and ridiculing the tenant for her cleanliness standards (item 2). The tenant became upset during the move-out inspection and she left, but she left the keys on the kitchen counter (item 5). The tenant provided photographs of the suite to show its state of cleanliness.

The landlord's response to the tenant's submissions was as follows. The landlord acknowledged that the suite was not clean when the tenant moved in, and the landlord compensated the tenant \$120 to clean the suite at the time of her move-in, but the landlord maintained that the tenant was responsible for unreasonable wear and tear of the walls (item 3). The landlord did not receive the tenant's keys, and they would not have incurred the costs of re-keying if they had received the keys (item 5). The tenant's photographs of the condition of the suite are too broad and general to show the damages.

Analysis

On considering all of the evidence, I find that the landlord has provided sufficient evidence to establish that they are entitled to all of the items claimed, for a total of \$897.04. This amount includes the reduced claim of 50 percent of the painting costs. I do not accept the tenant's evidence that the suite was adequately cleaned or that the damage to the walls was normal wear and tear. I prefer the evidence of the landlord, as more probable in the circumstances, regarding whether or not the tenant returned the keys. The tenant acknowledged the presence of the stain on the carpet and the need to replacement light bulbs. The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

I order that the landlord retain the deposit and interest of \$425.16 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$521.88. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated March 18, 2009.