

# Dispute Resolution Services

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

## Decision

Dispute Codes: O, MND, MNSD, FF

## Introduction

This hearing dealt with an application by the tenant complaining about ill treatment by the landlord and a cross-application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing and had opportunity to be heard.

At the outset of the hearing the tenant advised that she had understood that her application had not been accepted by the Branch as she was unable to provide complete information about the Respondent. As the tenant's application did not disclose any claim and as it was not served on the landlord, I considered the application to have been withdrawn and the hearing proceeded to deal exclusively with the landlord's claim.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

## Background, Evidence and Analysis

The parties agreed that the tenancy began on June 2, 2008 and ended on March 31, 2009. The landlord holds a \$400.00 security deposit. The landlord completed a condition inspection report without the tenant. The landlord testified that on the day she vacated the unit, the tenant advised that she would be returning at 5:00 p.m. to complete a condition inspection of the unit. The landlord had no contact information for the tenant. The tenant did not return to the unit until the afternoon of April 1, at which time the landlord had already begun repairs. The landlord advised the tenant that it was too late to do the condition inspection.

The landlord testified that the rental unit had been completely renovated immediately prior to the beginning of the tenancy. The tenant did not dispute that the unit had been

renovated.

I address the landlord's claims and my findings around each below.

1. **Screen repair.** The landlord claims \$22.94 as the cost of repairing a screen and window latch and a further \$20.00 as the cost of driving to and from the store that performed the repair. The landlord provided a receipt showing that \$22.94 was spent repairing the screen and latch. The landlord testified that an interior latch which secured the window was broken and that the screen was damaged. The tenant testified that the mechanism by which the window was opened and closed had broken during the tenancy, but insisted that she knew nothing about the damaged screen or broken latch. The landlord testified that the opening mechanism was not broken. Because the tenant acknowledged that part of the window mechanism was broken, I find that she must have confused the opening mechanism with the latching mechanism and I find that she broke the latching mechanism and caused the damage to the screen. I award the landlord \$22.94 as the cost of repairing the screen and latch. The claim for \$20.00 for the cost of driving to and from the store is dismissed as the landlord has not proven that he actually paid this amount and submitted no evidence to corroborate his claim in this respect.
2. **Drain stopper repair and bulb replacement.** The landlord claims \$19.02 as the cost of repairing a broken drain stopper and replacing two light bulbs in the rental unit which had burned out. The landlord provided a receipt showing that \$19.02 was spent purchasing a replacement drain stopper and light bulbs. The tenant acknowledged that the stopper broke during the tenancy but testified that she had no specific knowledge of burned out light bulbs and acknowledged that some bulbs may have been burned out. I find that the tenant is responsible for the broken stopper and as she acknowledged that bulbs may have been burned out, I find that she is also responsible for the bulb replacement. I award the landlord \$19.02.
3. **Garbage removal.** The landlord claims \$16.00 as the cost of removing garbage left behind at the end of the tenancy. The parties agreed that the tenant left 8 bags of garbage behind at the end of the tenancy. The landlord testified that it cost him \$2.00 per bag to dispose of the bags, but when asked why he did not provide a

receipt, the landlord testified that he regularly made trips to the landfill and was charged according to the weight of the garbage. It is clear that the tenant must be held liable for the cost of removing the garbage and in the absence of evidence showing what the actual cost of garbage removal was, I find the landlord's claim to be reasonable and I award the landlord \$16.00.

4. **Cleaning.** The landlord claims \$30.00 as the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that the bathroom, kitchen and appliances were clean, but testified that the walls and baseboards required cleaning. The tenant testified that she thoroughly cleaned the rental unit and specifically testified that she cleaned the baseboards. The tenant testified that she attempted to clean the walls, but that the paint appeared to come off on the cloth she was using, so she stopped cleaning. The landlord submitted no supporting evidence that the rental unit required cleaning. I do not consider the move-out inspection report to be sufficient proof of the condition of the rental unit as the tenant did not participate in the inspection. The landlord was obligated under the Regulation to provide the tenant with a written notice of final opportunity to conduct a condition inspection and the landlord failed to do so. The landlord bears the responsibility for a proper condition inspection report not having been completed. In the absence of corroborating evidence to support the landlord's testimony as to the state of the unit, I find that minimal cleaning was required. Specifically, based on the tenant's acknowledgement that she did not clean the walls, I find that the walls required cleaning. I find that \$15.00 will adequately compensate the landlord and I award him that sum.
5. **Wall repairs.** The landlord claims \$50.00 as the cost of filing, sanding and priming walls prior to painting. The landlord testified that there were tack holes surrounding the window in the tenant's bedroom and further testified that there were an excessive number of large holes in the second bedroom over which the tenant had smeared caulking which was difficult to remove. The tenant denied that there were holes around the window in her bedroom and acknowledged having filled holes in the second bedroom but testified that the holes were filled with a substance recommended by the hardware store. Again, the landlord provided no evidence

such as photographs to corroborate his testimony and I find that the landlord has not proven that there were holes around the windows in the tenant's bedroom. The tenant has acknowledged that she filled the holes in the second bedroom and I accept the landlord's testimony that this caused him to spend additional time repairing the walls. I find that \$30.00 will adequately compensate the landlord for the time spent repairing the wall in the second bedroom and I award the landlord \$30.00.

6. **Painting and supplies.** The landlord claims \$300.00 as the cost of painting walls and touching up baseboards, trim and doors and a further \$72.00 as the cost of supplies. The landlord performed the labour himself and testified that the supplies came from his stock. The tenant testified that the only wall which would have required repainting was the wall immediately behind the area where the tenant and her family removed their shoes. The landlord provided no photographs showing the condition of the walls. Because the tenant has acknowledged that at least one wall required repainting and in light of the tenant having filled in the second bedroom which would have required that wall to have been repainted, I find that those two walls required repainting. In the absence of evidence corroborating the landlord's testimony that other walls were damaged beyond reasonable wear and tear, I find that the landlord may only recover the cost of repainting two of the walls. I find that \$150.00 will adequately compensate the landlord for his labour and the required supplies and I award the landlord that sum.
7. **Filing fee.** The landlord claims \$50.00 as the cost of the filing fee paid to bring this application. I find the landlord is entitled to recover the filing fee and I award him \$50.00.

In summary, the landlord has been successful in the following claims:

Screen and latch repair	\$ 22.94
Stopper repair and bulb replacement	\$ 19.02
Garbage removal	\$ 16.00
Cleaning	\$ 15.00
Wall repairs	\$ 30.00
Painting and supplies	\$150.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$302.96</b>

### Conclusion

The landlord is awarded \$302.96. The landlord currently holds a security deposit and interest of \$403.49. I order the landlord to deduct \$302.96 from the security deposit and I order the landlord to return the balance of \$ to the tenant forthwith. I grant the tenant an order under section 67 for \$100.53. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 15, 2009.

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