



Dispute Resolution Services

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

Decision

Dispute Codes: MND 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. An agent for the landlord, the respondent tenant and another tenant not named as a respondent in this application all participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 15, 2005. On June 20, 2005, the landlord collected a security deposit from the tenant in the amount of \$600. The landlord and tenant conducted a joint move-inspection on July 27, 2005. The tenancy ended on June 26, 2009. On that date, the landlord and tenant carried out a move-out inspection, but the tenant did not agree with the damage that the landlord noted on the inspection report. The tenant provided her written forwarding address on the move-out inspection on June 26, 2009. On July 13, 2009 the landlord made an application for monetary compensation for cleaning and repairs to the rental unit and property.

The landlord's claim was as follows:

- 1) \$1296.29 for kitchen counters – the tenants acknowledged that they damaged the kitchen counter when they put down a hot cookie sheet that caused the countertop surface to blister. The landlord's evidence was that the countertops

were new in 2004. The landlord provided one quote for the cost to replace the countertops.

- 2) \$135 for cleaning – the landlord's evidence was that the rental unit required six hours of cleaning, at \$20 per hour. The cleaning company also charged \$15 for gas and supplies. The landlord provided details of the cleaning required and photographs to support this portion of their claim.
- 3) \$189.28 for replacement of window blinds – the landlord's evidence was that new blinds were installed in the unit in 2004, and that during their tenancy the tenants damaged the blinds. The landlord provided two photographs of the blinds.
- 4) \$496 for grass reseeding – the landlord's evidence was that the tenants had removed some of the lawn when they put in two vegetable beds, and there was another area of dead grass where the tenants had erected a temporary storage structure on the lawn. The landlord provided one quote for landscaping costs. The tenants did not tell the landlord whether they had reseeded the bare parts of the lawn.
- 5) \$693 for repair and repainting of one bedroom – the landlord provided photographs of one of the bedrooms in the rental unit, where several decals had been put on the walls. The landlord indicated on the move-out inspection report that there was a hole on the back of the door, and some water damage by the window of the room. The rental unit had previously been painted in 2004. The landlord provided one quote, which broke down the costs as follows: \$160 for "damage repairs"; \$60 to remove decals and "repair wall"; \$440 to "paint walls, ceiling, doors and trim"; and \$33 for GST. The landlord provided photographs of the walls with decals on them and the door, which had a hole small hole or paint chip near the bottom of the door which appeared to be approximately one to two centimeters in diameter. The move-in inspection report did not note any damage to the door at the outset of the tenancy.
- 6) \$273 for gutter repairs – the landlord claimed that the tenants damaged and then

improperly replaced downspouts for the gutters. The landlord provided an invoice for the removal and replacement of the damaged gutter system, as well as photographs, to support this portion of their claim.

The response of the tenants to each of the items claimed was as follows.

- 1) Countertops – the tenants acknowledged causing the damage to the kitchen countertop but felt that the amount claimed by the landlord for this damage was excessive. The tenants felt the countertop must have been of inferior quality to have been damaged so easily.
- 2) Cleaning – the tenants disputed the amount the landlord claimed for cleaning as excessive. The tenants pointed to the portions of the move-out inspection where the landlord noted that many items were “clean.”
- 3) Blinds – the tenants stated that the blinds were cheap in quality, and any damage done was normal wear and tear.
- 4) Grass reseeding – the tenants stated that they reseeded the areas of the lawn where needed before they moved out. The tenants also stated that they had purposely erected the temporary structure where the grass was already pretty much dead because it was under a large cedar tree. The tenants dispute the landlord’s claim for landscaping costs as excessive.
- 5) Bedroom painting and repairs – the tenants’ understanding was that the landlord planned to have the interior repainted when the tenants moved out. The tenants also stated that the hole in the door was already there at the beginning of the tenancy.
- 6) Gutter repairs – the tenants do not know what caused the damage to the gutters. The tenants acknowledge they replaced the downspout, but they did not repaint the downspout to match the gutters.

Analysis

In considering all of the evidence, I find as follows, on each of the items claimed:

- 1) Countertops – the tenant acknowledged having damaged the countertop. The landlord did not take into account the average life of countertops, which is set out in the Residential Tenancy Policy Guidelines as 25 years. I therefore reduce the landlord's claim for countertops by 20 percent, representing the depreciation over 5 years, for a total of \$1037.03.
- 2) Cleaning – I find that the landlord's claim for cleaning costs is reasonable, based on the details of the cleaning invoice, and I grant their claim for \$135.
- 3) Blinds – I accept the evidence of the landlord that the blinds were damaged and that the damage did not amount to normal wear and tear. As the average life of blinds is 10 years, I accordingly reduce the landlord's claim for blinds by 50 percent, for a total of \$94.64.
- 4) Grass reseeding – I do not find the landlord's claim for reseeding to be reasonable. The landlord only provided one quote for landscaping costs, and did not make an effort to mitigate this cost. I therefore dismiss that portion of the landlord's application.
- 5) Bedroom painting and repairs – I am not satisfied that the bedroom door requires replacing, based on the landlord's photograph of the small hole or paint chip on the door, and I therefore dismiss that portion of the landlord's application. The average life of interior paint is four years, and I therefore find that the landlord is not entitled to any amount claimed for repainting. The landlord may incur costs to remove the decals and repair the walls, and I therefore grant the landlord \$60 for that work, plus \$3 for GST, for a total of \$63.
- 6) Gutter repairs – the tenants ought to have informed the landlord of the problem

with the gutters when it first came to their attention, rather than attempt to repair it themselves. I find that the landlord is entitled to compensation for the gutter repairs. As the average life of eavestroughs and downpipes is 20 years, I reduce the landlord's claim by 25 percent, for a total of \$204.75.

The total amount of the landlord's monetary claim to which they are entitled is \$1534.42. As the landlord's claim was partially successful, I find they are also entitled to partial recovery of their filing fee, in the amount of \$50, for a balance of \$1584.42.

The landlord applied to keep the security deposit in partial compensation of their monetary claim. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. In this case, the tenancy ended on June 26, 2009, and the tenants provided their forwarding address in writing on that date. The landlord did not apply to keep the security deposit until July 13, 2009, which was not within the required time frame. I therefore must find that the tenant is entitled to return of the security deposit of \$600, accrued interest of \$21.27, and double the base amount of the security deposit in the amount of \$600, for a total of \$1221.27.

Conclusion

I deduct \$1221.27 from the landlord's amount of \$1584.42, and I grant the landlord an order under section 67 for the balance due of \$363.15. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 9, 2009.