



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. The landlord and the tenant 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 September 1, 2008. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. The landlord and tenant did not conduct a move-in inspection at the outset of the tenancy. The tenancy ended on June 30, 2009. There was no move-out inspection carried out.

The landlord claimed monetary compensation for several items, as follows:

- 1) \$273 for 13 hours of cleaning at \$20 per hour, plus GST – the landlord provided a detailed invoice of the cleaning that was done after the tenant vacated
- 2) \$24.92 to re-key the lock – the tenant did not return the key
- 3) \$131.25 for carpet cleaning

- 4) \$385.40 estimated cost to repair a burn mark on the carpet
- 5) \$78.75 to replace a broken dining room chandelier, including the bulbs, fittings and installation

The landlord also claimed mailing costs for service of the original hearing package and the evidence package.

The response of the tenant was as follows. The dining room chandelier was damaged at the outset of the tenancy. One of the stains depicted in the photograph of the living room carpet was also there at the outset of the tenancy. The tenant was not aware that the landlord wanted her to return the key to another tenant. She was planning to return the key to the landlord during the move-out inspection, but the landlord did not schedule a move-out inspection. The tenant acknowledged that she was responsible for the burn in the carpet. The tenant disputed the claim for cleaning costs, as she did extensive cleaning before she moved out, and there was no way it would take 13 hours to do the cleaning noted in the invoice.

Analysis

I accept the landlord's evidence that the tenant burned the carpet and the landlord is taking steps to minimize the costs to repair the carpet, and is entitled to the amount claimed of \$385.40. I also accept the landlord's claim for \$131.25 for carpet cleaning, as it is the tenant's responsibility to have carpets professionally cleaned at the end of a tenancy. The tenant may have misunderstood what the landlord expected regarding return of the key, but it was the tenant's responsibility to ensure that the key was returned and she failed to do so. The landlord is therefore entitled to \$24.92 for re-keying the lock. In regard to the cleaning costs claimed, I find that the landlord did not provide sufficient evidence to clearly establish that 13 hours of cleaning were required, and I therefore reduce the landlord's claim for cleaning costs by 50 percent, to \$186.50. The landlord could not establish that the tenant was responsible for the damage to the dining room chandelier, and I accordingly dismiss that portion of the landlord's claim.

I find that the landlord has established a claim for \$728.08. Parties must bear their own costs related to the dispute resolution process, except regarding the filing fee for the cost of their application. As the landlord's application was mostly successful, the landlord is entitled to recovery of the \$50 filing fee, for a total of \$778.08.

Conclusion

I order that the landlord retain the deposit and interest of \$452.25 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$325.83. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 12, 2009.