



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$3989.50 and a request to retain the full security deposit plus interest towards the claim.

Background and Evidence

The applicants testified that:

- The tenant failed to give proper Notice to End Tenancy and as a result they lost the full June 2008 rent of \$1150.00.
- The tenant also left substantial damage to the rental unit when she vacated and left the unit in need of significant cleaning.

The applicants claim their actual costs are as follows:

lost rental revenue for June 2008	\$1167.25
\$1150.00 plus 1.5% interest	
Broken mirror	\$24.90
Carpet cleaning	\$104.95
House cleaning	\$250.00
Garbage removal	\$52.50
Painting	\$2493.75
Replace ceiling lights	\$91.93
Repair damaged outside of house	\$73.50
Filing fee	\$50.00
Total	\$5977.93

The applicants are therefore requesting that they be allowed to retain the full security deposit plus interest and that an order for the original amount that they claimed of \$3989.52 be issued against the tenant.

The respondent testified that:

- On April 20, 2008 she placed a Notice to End Tenancy in the landlord's mailbox.
- On May 1, 2008 she advised the landlord by telephone that she was vacating at the end of May 2008.
- The laminate floor may have been damaged during their tenancy however she questions the need to replace the whole floor.
- The mirror broke under normal use, when the adhesive failed and the mirror fell, and therefore, is normal wear and tear.
- She steam cleaned the carpet before vacating, and the landlord thanked her for cleaning the carpets.
- She had a professional, clean the entire house at the end of the tenancy.

- The items of the landlord is claiming for garbage removal were items that she had intended to return and remove, however the landlord removed them prior to the end of tenancy date.
- The paint was in poor condition when they took possession of the rental unit and therefore with an additional two years of normal wear and tear the landlord should expect to have to paint.
- The covers for the light fixtures were not on the fixtures when they moved in. They found them in a closet and left them there during the tenancy.
- They have no knowledge of when or who installed the cable on the outside of the house however it was not them.
- The landlords did not do the move in or move out inspection's required under the Residential Tenancy Act, and it is her belief that she left the rental unit in as good condition on move out as it was when she moved in.

The respondent therefore does not believe that the landlord has any claim and that the full security deposit should be returned, especially since the landlord did not mention any of these damages to her at the end of the tenancy, other than to claim that they would not returned the security deposit because the unit needed painting..

Analysis

It is my finding that the tenant has not met the burden of proving that she ever gave a written Notice to End Tenancy to the landlords. The tenant claims to have put the notice in the landlords mailbox however the landlords testified that they found no such notice in their mailbox and in the absence of any supporting evidence is my decision that the burden of proof has not been met. I therefore allow the landlords claim for lost rental revenue for June 2008 in the amount of \$1150.00. I will not allow the claim for

interest as there is nothing in the Residential Tenancy Act allowing me to order interest on outstanding money owed.

I will also allow a portion of the claim for repair to the laminate flooring, because the tenant admitted that the damage may have occurred during her tenancy; however am not willing to allow the full amount because this was not new flooring, and at the end of the tenancy was approximately 4 years old. Flooring is considered to be completed depreciated in 10 years and therefore this flooring should have had 6 more years life. I will therefore allow 6/10 of the cost, = \$1001.49.

I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

I will not allow the remainder of the landlords claim. By the landlords own admission they have no evidence of having done a move in inspection nor did they comply with the Residential Tenancy Act with regards to the move out inspection. As a result it is my decision that there is not sufficient evidence to support their claim that the tenant caused significant damage to the rental unit or that the rental unit was left in need of significant cleaning.

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.



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Further some of the work required may well be contributed to normal wear and tear over the length of this tenancy, and the tenant is not required to compensate the landlord for normal wear and tear.

Conclusion

I have allowed \$2201.49 of the landlords claim and the remainder is dismissed without leave to reapply. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$615.37

I further Order that the Respondent(s) pay to the applicants the following amount:

\$1586.12

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 24, 2009.

Dispute Resolution Officer