



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

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 was a request for a monetary order for \$1734.05 however the claim was subsequently reduced to \$1334.78.

Background and Evidence

The applicants testified that:

- The tenant left the rental unit in need of cleaning including dirty walls dirty oven and dirty carpets and as a result the landlords had to have the unit cleaned.
- Tenant also left holes in the wall above the mantelpiece and left scrapes on the mantle and as a result the landlord had to have those areas repaired.
- The tenant left two fairly large stains on the kitchen countertop that could not be removed and as a result the countertop had to be replaced.

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- The tenant also failed to pay utilities to the city of Kelowna as required in the tenancy agreement and therefore those utilities are still outstanding.

The landlords are therefore requesting an order as follows:

Cleaning of the suite	\$60.00
Replace countertop	\$980.00
Unpaid utilities	\$194.78
Filing fee	\$50.00
Total	\$1334.78

The respondent testified that:

- He left the rental unit reasonably clean and believes that the amount claimed for cleaning is excessive.
- He did no damage to the wall or mantle and therefore does not understand why he is being charged for this repair.
- He does not know what caused the stains in the countertop, perhaps the countertops were faulty, but he doesn't believe he should be charged for the replacement of the countertops.
- He thought all utilities were included in the rental however he admits he did not read the tenancy agreement.

Analysis

It is my decision that the landlord has shown, “on the balance of probabilities”, that this rental unit was left in need of cleaning and repairs.



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I do not accept the tenants claim that the rental unit was left in as good condition as it was when he moved in. This was a new unit when the tenant moved in and it certainly wasn't left in new condition when he moved out.

It's also my decision that the damages exceed normal wear and tear and I find the amounts claimed by the landlord to be reasonable.

It is also my finding that the tenant was responsible for paying the utilities and has failed to do so and therefore I also allow the claim for the outstanding utilities.

Conclusion

I allow the full reduced claim of \$1334.78. I therefore order that the landlord(s) may retain the full security deposit:

\$650.00

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

\$684.78

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 30, 2009.

Dispute Resolution Officer