



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNSD, 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. Both parties participated in the conference call hearing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The parties agreed that the tenancy began on July 15, 2007 and ended on September 30, 2009. The parties signed a condition inspection report at the beginning and at the end of the tenancy. The move-in report was generated under a different landlord and simply states that there were new floors, new paint and new appliances. The current landlord met with the tenants a year afterward to discuss the condition of the rental unit and at that time the tenant signed the condition inspection report to indicate her agreement that the floors, paint and appliances were new. The move-out report indicated that almost every room had damage and required cleaning and painting as well as noting specific areas of damage and making the statement which is somewhat fractured as the photocopy does not capture all of the words: "This place disgusting ... tons of rotten foods ... writing on walls & doors inside & out." The tenant's signature appears on the move-out report and indicates that the report fairly represents the condition of the rental unit. The landlord's agent and the tenant agreed that the tenant's

husband performed the inspection with the agent at the time of move-out. The tenant was then shown the move-out report. The agent testified that she sat with the tenant and went through the report with her, after which the tenant signed the report. The tenant testified that due to her illness, she does not recall signing the report. The landlord's claims and my findings around each are set out below.

[1] **Cleaning and supplies.** The landlord claims \$525.00 as the cost of cleaning the rental unit and \$100.00 for cleaning supplies. The landlord's agent testified that she saw the rental unit at the end of the tenancy and found that it had not been cleaned at all. The agent testified that it took 3 cans of oven cleaner to adequately clean the stove, that mould had built up in the refrigerator, it took 4-5 hours to clean the bathroom alone, the walls and doors had been marked with felt markers and the basement was littered with garbage, pet waste and used condoms. The landlord arranged for cleaning to be performed which took 15 hours at a rate of \$35.00 per hour. The tenant testified that although she was ill at the time she vacated the rental unit, her husband cleaned the unit and was told by the landlord to stop cleaning the basement. The landlord denied having told the husband to stop cleaning. I accept that the move-in and move-out condition inspection reports are an accurate representation of the condition of the rental unit. The form of the condition inspection report provides a space in which the tenant can write any reasons why she did not agree with the report, but the tenant chose to sign the report indicating that she agreed with the report. I find that the rental unit was left in an extremely unclean state which required extensive cleaning. I find the cleaning costs of the landlord to be reasonable and I award the landlord \$525.00.

[2] **Drywall repairs and paint.** The landlord seeks \$650.00 as the cost of repairing and painting the walls in the rental unit. The landlord testified that the walls and doors were covered with writing and drawings made with felt markers. This is also reflected on the condition inspection report. The landlord testified that the rental unit had been painted immediately before the tenancy began and that at the end of the tenancy an attempt was made to remove the marks, but they had to be painted

over. The tenant agreed that the unit had been freshly painted when she moved in and denied that there were any marks on the walls at the end of the tenancy. I accept the condition inspection report as accurate and find that there were marks on the walls. Residential Tenancy Policy Guideline #37 identifies the useful life of paint as 4 years. I find that the tenant deprived the landlord of two years of the life of the paint and find that the landlord is entitled to recover one half of the cost of repainting the rental unit. I award the landlord \$325.00.

- [3] **Window repair and replacement.** The landlord claims \$451.00 as the cost of repairing some windows and replacing others. The landlord testified that the locks on three bedroom windows as well as windows in the basement and living room were broken. The landlord further testified that for 2-3 weeks after the tenancy ended, they had problems with children trying to crawl through the windows of the rental unit. The tenant testified that no one crawled through windows during the tenancy but always used the doors. The condition inspection report notes that one window in the basement was broken but makes no mention of other windows. The landlord provided no invoices and no photographs showing the other broken windows. I find that the landlord has proven that one window was broken but has failed to prove on the balance of probabilities that others were broken. In the absence of an invoice showing the cost of repairing each of the 5 windows, I find it appropriate to award the landlord 1/5, or \$90.20, for the broken basement window.
- [4] **Door replacement.** The landlord seeks \$370.00 as the cost of replacing 4 doors in the rental unit. The landlord testified that at the end of the tenancy 4 of the doors in the rental unit were broken. The tenant testified that the police broke two of the doors and claimed that she had no knowledge of other doors having been broken. The condition inspection report notes that 4 doors are broken. On that basis, I find that the landlord has established an entitlement to recovery of the cost of replacing those doors and I award the landlord \$370.00.
- [5] **Window covering replacement.** The landlord claims \$150.00 as the cost of replacing window coverings in the rental unit. The landlord testified that all of the

blinds in the rental unit had to be replaced at the end of the tenancy. The tenant testified that the rental unit did not have blinds when she moved in and that she put up window coverings at her own expense. As vigilant as this landlord may have been, they inherited the move-in condition inspection report left them by the previous landlord. That report is woefully inadequate and unspecific. There is no way to determine whether the unit had blinds at the beginning of the tenancy and as the landlord was not involved with the property at that time, the landlord's assertion that there were blinds in place can carry little weight. I find that the landlord has failed to prove that the tenant broke blinds which belonged to the landlord and accordingly dismiss this claim.

- [6] **Carpet cleaning and replacement.** The landlord claims \$125.00 as the cost of cleaning carpets and \$900.00 as the cost of replacing carpets. The landlord testified that the carpets were extremely dirty and stained at the end of the tenancy. The landlord paid \$125.00 to clean the carpets but was unable to remove the stains and had to replace the carpets at a cost of \$900.00. The tenant testified that she owned a steam cleaner and that she cleaned the carpets periodically throughout the tenancy. The move-out condition inspection report shows that the carpets were dirty, damaged and required replacement. I accept the condition inspection report as an accurate reflection of the condition of the carpets. As the tenant agreed that the carpets were new at the beginning of the tenancy, I find that the tenant deprived the landlord of 2 years of use of the carpets. Residential Tenancy Policy Guideline #37 identifies the useful life of carpets as 10 years. I find that the landlord is entitled to recover the entire cost of carpet cleaning and I award the landlord \$125.00. I further find that the landlord is entitled to recover 80%, or \$720.00 of the cost of replacing the carpets for a total award of \$845.00.

- [7] **Lawn maintenance.** The landlord claims \$90.00 as the cost of mowing the lawn of the rental unit and removing garbage left on the lawn. The landlord testified that there was at least one foot of grass which had to be mowed and that there was also garbage and debris in the yard which had to be removed. The tenant testified

that someone stole her lawnmower and that she was unable to mow the lawn as a result. The tenant further testified that she did not believe there was much garbage on the lawn. Although the condition inspection report does not make a note about the condition of the yard, because the tenant acknowledged that the lawn had not been mown for some time, I find that the landlord is entitled to recover the cost of that maintenance. The fact that the tenant's lawnmower was stolen does not excuse her from her obligation to maintain the lawn. I find the landlord's claim to be reasonable and I award the landlord \$90.00.

[8] **Siding painting and cleaning.** The landlord claims \$200.00 as the cost of cleaning siding and painting those areas which were damaged. The landlord testified that someone had written and drawn on the siding of the house and that near some of the windows there was dirt caked on the siding, suggesting that someone had crawled in the windows. The tenant testified that the drawings were on the outside at the time when they moved into the rental unit. As I have already found that the tenant or those permitted inside the rental unit by her had drawn on the interior walls, I find it more likely than not that the tenant or her guests were also responsible for the drawings on the outside. I find the landlord's claim to be reasonable and I award the landlord \$200.00.

[9] **Lock replacement.** The landlord claims \$45.00 as the cost of replacing locks on the rental unit. The landlord testified that the tenant did not return keys at the end of the tenancy. The tenant testified that she believed the keys were returned, although she did not do so herself. As the tenant could not produce a witness to verify that the keys were in fact returned, I find that the tenant did not return the keys and therefore award the landlord the \$45.00 cost of replacing the locks.

[10] **Garbage removal.** The landlord claims \$202.50 as the cost of removing garbage from the rental unit. The landlord testified that there were items left throughout the rental unit on all floors, in the refrigerator and cupboards and that there was also furniture which had to be removed. The tenant testified that she did not take some of her belongings out of the rental unit. The move-out condition inspection report

shows that garbage had to be removed from the basement and patio and also shows that the tenant did not remove all of her possessions from the unit. I find that the tenant failed to remove garbage and other items from the rental unit and find that the landlord's claim for the cost of removing the garbage is reasonable. I award the landlord \$202.50.

[11] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application.

I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

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

Cleaning and supplies	\$ 525.00
Drywall repairs and paint	\$ 325.00
Window repair and replacement	\$ 90.20
Door replacement	\$ 370.00
Carpet cleaning and replacement	\$ 845.00
Lawn maintenance	\$ 90.00
Siding painting and cleaning	\$ 200.00
Lock replacement	\$ 45.00
Garbage removal	\$ 202.50
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$2,742.70</b>

I find that the landlord has established a claim for \$2,742.70. The landlord acknowledged that the tenant had overpaid rent by \$6.00 in each of the months of August and September 2009 and agreed that the overpayment should be applied as a credit against any amount determined to be owing by the tenant. Applying this \$12.00 overpayment, the landlord is entitled to an award of \$2,730.70. I order that the landlord retain the \$325.00 deposit and interest of \$7.37 which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,398.33. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit and interest and is awarded a further \$2,398.33.

Dated: January 20, 2010

---