

## **DECISION**

**Dispute Codes:** MNR, MND, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking a Monetary Order damages to the rental unit and recovery of the filing fee for this proceeding.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the items claimed and the filing fee.

### **Background, Evidence and Analysis**

This tenancy began on May 1, 2006 and ended on February 28, 2009. Rent was \$1,175 per month. The landlord held a security deposit of \$575 paid on March 17, 2006 which was disposed of in a hearing on September 16, 2009 on the tenants' application.

During the hearing, the landlord submitted a copy of the Condition Inspection report which recorded the condition of the rental unit at the beginning and at the conclusion of the tenancy on February 29, 2009. The female tenant attended the inspection and

signed the form acknowledging her participation but not the portion agreeing to surrender of all or part of the security deposit.

The landlord also submitted photographic evidence, receipts or estimates in support of some of her claims and letters corroborating her interpretation of the condition of parts of the rental unit at the end of the tenancy.

The landlord makes claim for the following items and I find as follows:

**Cleaning of Walls - \$40.** The landlord gave evidence that some staining on walls and trim required additional cleaning at the end of the tenancy and claims two hours at \$20 per hour for this work. She stated and submitted documentary evidence that the rental unit had been repainted at the beginning of the tenancy. I find that this claim is substantiated and it is allowed.

**Cleaning of kitchen floor - \$460.** The landlord states and points to photographic evidence that kitchen floor was left in a state that required six different cleanings for a total of 23 hours of her labour at \$20 per hour. The claim is supported by a written witness statement and photographic evidence. While I find that the floor required additional cleaning, I find the amount claimed to be unreasonably high and that a professional cleaner could have completed the work at a much lower cost. In addition, I accept the evidence of the tenants that they cleaned the house to a substantial degree. I find that the landlord has failed to minimize her loss on this claim as required under section 7 of the *Act* and allow \$100 on this claim.

**Cleaning of kitchen cupboards - \$80.** I accept the evidence of the landlord that it took her four hours to clean doors and cupboards and allow this claim in full.

**Cleaning of refrigerator.** The landlord claims \$10 for on half-hour it took her clean the refrigerator, a new replacement early in the tenancy. This claim is allowed in full.

**Clean light fixture - \$5.** The landlord claims \$5 for the 15 minutes it took her to take down and clean a light fixture. I find this minor cleaning detail is of a type that a landlord might reasonably anticipate as normal wear and tear. This claim is dismissed.

**Clean bathroom floor - \$15.** The landlord claims this amount for 45 minutes at \$20 per hour to cleaning the bathroom floor. The floor is identified as needing cleaning on the condition inspection report. This claim is allowed.

**Replace toilet seat - \$29.08.** The landlord stated that the seat was stained at the end of the tenancy and had to be replaced. The tenants stated that they had to replace the seat shortly after moving in. As the landlord said as a matter of practice she replaces the seat at the beginning of all tenancies, I find that this claim is not warranted.

**Cleaning of window coverings - \$20.** The landlord claims one hour labour to clean the window coverings. This claim is allowed.

**Bedroom #2 walls – \$20.** The landlord stated that the tenants had used plastic plugs for picture hanging or something similar. While the tenants had filled the holes, she stated they had not removed the plastic plugs, leaving bulges and causing her to redo the patching and paint touch up. This claim is allowed.

**Replace closet doors - \$144.73.** The landlord submitted photographic evidence of a split bi-fold closet door which, as the same type was no longer available, required her to purchase two new doors. The tenants stated that the door had failed simply due to age

which they stated was greater than 50 years and the landlord stated was 40 years. I find that the tenants should be responsible for half the replacement cost being \$72.36

**Split in vinyl siding - \$393.75.** The landlord submitted two estimates for replacement of a vinyl siding board, one for \$393.75 and the other for \$362.50. The landlord stated that the damage was caused by the tenants storing materials adjacent to the walls. While the tenants stated that their materials were some inches from the wall, I accept the evidence of the landlord that the split was not there at the beginning of the tenancy. I find that the landlord is entitled to have the board replaced at the lower estimate of \$362.50.

**Filing fee - \$50.** Having found substantial merit in the landlord's application, I find that she should recover the filing fee for this proceeding.

I find that the landlord is entitled to a Monetary Order calculated as follows:

Cleaning walls	\$ 40.00
Clean kitchen floor	100.00
Clean kitchen cupboards	80.00
Clean refrigerator	10.00
Clean bathroom floor	15.00
Clean window coverings	20.00
Patch & touch up bedroom walls	20.00
Replace closet door	72.36
Replace vinyl siding board	362.50
Filing fee	50.00
<b>Total</b>	<b>\$769.86</b>

## Conclusion

Accordingly, the landlord's copy of this decision is accompanied by a Monetary Order for \$796.86, enforceable through the Provincial Court of British Columbia, for service on the tenants.

As the tenants currently hold a Monetary Order for \$1,219.74 from the previous hearing conducted on September 16, 2009, for the convenience of the parties, the difference is as follows:

Tenants hold order for landlord to pay	\$1,219.74
Landlord holds order for tenants to pay	- 769.86
<b>Balance owed by landlord to tenants</b>	<b>\$ 449.88</b>

Thus, the parties may balance accounts by payment from the landlord to the tenants of \$449.88.

January 12, 2010.