

## **DECISION**

### **Dispute Codes**

MND, MNSD, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages to the rental unit; to apply the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony and this matter proceeded on its merits.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary order for damage to the rental property?
- Disposition of the security deposit.

### **Background and Evidence**

The following facts were not in dispute:

- This tenancy began on December 21, 1999 and ended on September 30, 2008.
- The Tenant paid a security deposit in the amount of \$350.00, on December 14, 1999.

The Landlord seeks damages as follows:

Cost of cleaning the rental unit (8 hours at \$25.00 per hour)	\$200.00
Cost to replace carpet (\$2,068.85 x 2/10)	\$413.77

Cost of replace drapes and blinds (\$425.60 x 2/10)	\$89.12
Cost of hauling Tenant's garbage to dump	\$68.25
Cost to replace damaged door (\$106.39 x 12/20 plus \$50.00 labour)	<u>\$113.83</u>
Total monetary claim	\$884.97

The Landlord's agent testified that the Landlord recognizes that the carpet, blinds, drapes and door were not new and therefore, the Landlord has claimed a reduced amount for those items, based on what remained of their useful life (10 years for carpet and drapes and 20 years for the door). The Landlord's agent provided a document in evidence attesting to the age of the carpet, drapes and blinds.

The Landlord's agent testified that the building was built in 2000 and that the tenant was the first Tenant to live in the rental unit.

The Landlord's agent testified that the Landlord recognizes that a tenant's standards of what is "reasonably clean" may differ from the Landlord's and therefore, the Landlord routinely gives departing tenants a "gratis" of 4 hours for cleaning. Any time taken beyond those 4 hours is claimed by the Landlord against the tenant. This is why the Landlord is claiming for 8 hours of cleaning, although the Landlord's agent stated it took 12 hours of cleaning to bring the unit to an acceptable standard.

The Tenant disputed the Landlord's claim for the cost of cleaning. She questioned the number of hours the Landlord claimed. The Tenant stated that she had spent three days cleaning the rental unit. The Tenant stated that she had taken care of the carpet, and had shampooed it three times during her tenancy, but that the carpet was of inferior quality and were not wearing well. The Tenant's witness testified that the Landlord's agent told the Tenant not to bother shampooing the carpets, as they were going to be replaced.

The Landlord's agent stated that the caretaker's daytimer listed the hours he spent cleaning the rental unit after the Tenant vacated. The caretaker spent 7 hours in the

kitchen; and 6 ½ hours cleaning the rest of the rental unit. The Landlord's agent stated that the carpets were replaced because they were in such poor shape that cleaning them would not remove the stains. The Landlord's agent testified that the Landlord keeps a stock pile of carpet for the rental property and that it is commercial grade berber because the Landlord recognizes that families live in the rental property.

The Tenant testified that the door was damaged a couple of years prior to the Tenant moving out, and that it was as a result of a poor placement of the door in relation to the front door, which would bang into it. The Landlord's agent stated that the damaged door was acknowledged in 2006 on an annual inspection and was noted that it would be a charge-back when the Tenant moved out.

The Tenant stated that the damage to the drapes and blinds were normal wear and tear. She agreed that she had left garbage and did not dispute that portion of the Landlord's claim for damages.

The Landlord's agent stated that the blinds and drapes were cut and stained, which went beyond normal wear and tear.

### **Analysis**

The Landlord provided a copy of the Condition Inspection Report along with photographs of the rental unit taken at the time the Tenant moved out.

The Landlord provided insufficient evidence to prove its claim for 12 hours of cleaning at the rental unit. The rate of \$25.00 an hour for cleaning is a professional cleaner's rate, and the Landlord's agent's testimony was that it took 7 hours just to clean the kitchen. There were no dishes in the cupboards, and no furniture in the house, and therefore there would be no moving of these items from one location to another in order to clean the rental unit. There was photographic evidence of the need for cleaning, however, and I allow this portion of the Landlord's claim at 6 hours (less the 4 "gratis" hours the

Landlord provides tenants). Therefore, I find that the Landlord has established its claim for cleaning in the amount of \$50.00.

The Residential Policy Guidelines allow a useful life for carpets and drapes of 10 years. The Landlord provided receipts for the cost of replacing these items. I am satisfied on the evidence (testimony, photographs and Condition Inspection Report) of the Landlord that these items had to be replaced, and that the damages were beyond normal wear and tear. Therefore, I allow the Landlord's claim for replacement of carpets, blinds and drapes.

~~With respect to the Landlord's claim for the cost of replacing the door, there was insufficient evidence provided with respect to the age of the door. Therefore this portion of the Landlord's claim is dismissed.~~

The Landlord's agent testified that the rental property was built in 2000. The tenancy started in December, 1999. The Landlord's agent stated that the Tenant was the first tenant to live in the rental unit. The Tenant did not dispute that the rental unit was new when she moved in. Therefore, I find that the rental unit was ready for occupancy by the Tenant in 1999. The Residential Policy Guidelines allow a useful life for wooden doors of 15 years and for metal doors of 20 years. The photographs provided by the Landlord indicate that the damaged door was not metal, and therefore I find that the useful life of the damaged door was 15 years. The Landlord has established a claim for damages to the door in the amount of \$49.65 (106.34 divided by 15 x 7 remaining years). The Landlord claimed that it took 2 hours to remove the old door, hang the new door and dispose of the old door, at the hourly rate of \$25.00, which I find to be excessive. I allow the Landlord's claim for labour in the amount of \$15.00 (1 hour at \$15.00 per hour). The Landlord has established a claim in the amount of \$64.65.

The Landlord has proven its claim for the cost of hauling the Tenant's garbage to the dump, and I allow this portion of the Landlord's claim.

The Landlord has been partially successful in its application and is entitled to recover the cost of the filing fee from the Tenant. Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit, along with accrued interest in the amount of \$31.14, in partial satisfaction of their monetary award.

I hereby provide the Landlord with a Monetary Order against the Tenant, calculated as follows:

Description	Amount awarded
Additional cleaning costs	\$50.00
Cost of replacing carpet (prorated to useful life)	\$413.77
Cost of replacing drapes and blinds (prorated to useful life)	\$89.12
Cost of replacing door (prorated to useful life)	\$64.65
Hauling fees	\$68.25
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	-\$381.14
Balance due to the Landlord after set-off	<u>\$290.00</u>
	<u>\$354.65</u>

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of ~~\$290.00~~ \$364.65 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: May 31, 2010

CORRECTED June 4, 2010