



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

Issues(s) to be Decided

The issues to be decided are whether the landlord to a monetary order for damage to the rental unit; for all or part of the security deposit; for compensation for damage or loss and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord has submitted the following documents into evidence:

- A copy of a tenancy agreement signed by both parties on June 26, 2006 for a one year fixed term tenancy beginning on July 1, 2006 that converted to a month to month tenancy on July 1, 2007 for a monthly rent of \$750.00 due on the 1st of the month and security deposit of \$360.00 was paid on June 26, 2006;
- A copy of a Condition Inspection Report, showing the tenants participated in the move in inspection on June 29, 2006 and that the tenants disagreed with the move out inspection dated November 28, 2009;
- A copy of a document entitled "Information for Vacating Tenants" outlining a price list that the landlord will charge if the rental unit is not cleaned dated November 25, 2009, prices include an hourly rate and specific charges for specific tasks;
- A copy of an unsigned letter from the tenants agreeing to have the carpet cleaning deducted from the security deposit in the amount of \$110.00;
- A copy of an undated "agreement for painting" for the rental unit in the amount of \$450.00;
- A copy of an invoice for purchase of carpet and installation and stain removal and carpet cleaning in the amount of \$1,118.25 for another rental unit dated December 14, 2009;
- A copy of an invoice from the landlord for 6 hours of cleaning at \$30.00 per hour for a total of \$180.00 dated December 14, 2009; and

- 9 photographs of the rental unit.

The tenants have submitted into evidence the following documents:

- Email correspondence between the landlord and the tenants throughout the tenancy;
- Copies of notices from the landlords to the tenants regarding changes to laundry facilities in November 2008;
- A copy of a document entitled "Information for Vacating Tenants" outlining a price list that the landlord will charge if the rental unit is not cleaned dated November 20, 2009, however no prices were provided except for the general price of \$40.00 per hour;
- A copy of an undated notice of entry for three different dates (November 21, 22, and 23) between 10:00 a.m. and 2:00 p.m. and between 4:00 p.m. and 6:00 p.m.;
- A copy of a document entitled "Information for Vacating Tenants" outlining a price list that the landlord will charge if the rental unit is not cleaned dated November 25, 2009, prices include an hourly rate and specific charges for specific tasks;
- A letter from the mail tenant's mother indicating she had assisted the tenants clean the rental unit at the end of the tenancy; and
- 27 photographs showing the rental unit during the tenancy and at the end of the tenancy.

The landlord's agent testified that the tenants had attended the move out inspection but disagreed with the condition identified by the landlord's agent. Both parties agreed that the tenants did agree in writing to have the landlord retain \$110.00 for carpet cleaning.

The agent testified that the repairs to the carpet cost an estimated \$300.00 from the invoice submitted dated December 14, 2009. The landlord's agent could not explain why the invoice stated a different rental unit number. The agent could not confirm the age of the carpet other than at least 6 years old.

Despite the above noted painting agreement the landlord is only claiming \$200.00 for painting, specifically because of the damage in one area shown in the photographs submitted. The tenant testified the rental unit has not been painted during the tenancy but could not confirm if it had been painted just prior to the start of the tenancy.

The tenant testified that she had cleaned the stove and oven; the cupboards had been wiped out and the walls had been washed. The landlord testified that none of these were completed to her satisfaction.

Analysis

In compliance with Section 38 (4) of the *Act* the landlord may retain from a security deposit an amount to pay a liability or obligation of the tenant, if the tenant agrees in writing. As the tenants had agreed to this in relation to carpet cleaning, I find the landlord is entitled to \$110.00 for this part of their application.

In relation to carpet repairs, since evidence was submitted regarding a different rental unit and not to the dispute rental unit, the landlord's agent has failed to provide evidence that the carpets were repaired or what that cost would have been had they required repair. I therefore dismiss, this part of the landlord's application.

In regards to painting, the Residential Tenancy Policy Guidelines identify the useful life of paint on interior walls to be 4 years and there is no evidence in the tenancy agreement of restrictions to what the tenants could or could not attach to walls. Due to the end of the useful life of the paint job, I do not find the tenants responsible for any painting charges and I dismiss this portion of the landlord's application.

Section 37 of the Act states when a tenant vacates a rental unit they must leave the rental unit *reasonably* clean and undamaged except for reasonable wear and tear.

I am not convinced that the tenant should pay for washing walls when the walls were painted, by the landlord's testimony. Although the landlord has submitted some photographic evidence to this hearing, she has not provided any photographs of the condition of the cupboards and stove.

As a result, I find the landlord has failed to show that the tenant's failed to meet their obligations under Section 37 as noted above. I dismiss the portion of the landlord's application for cleaning. As the landlord was not successful in the majority of her claim, I dismiss her application for recovery of the filing fee.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$110.00** comprised of carpet cleaning.

I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$371.85 in satisfaction of this claim and return the balance of \$261.85 to the tenants.

I grant a monetary order to the tenants in the amount of **\$261.85**. This order must be served on the landlord and may be filed in the Provincial Court (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 10, 2010.

Dispute Resolution Officer