

## **DECISION**

Dispute Codes      MND, MNSD, FF, O

### 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 her monetary claim; and to recover the filing fee for the cost of the application from the Tenant.

All parties gave affirmed testimony and the Hearing proceeded on its merits.

### Preliminary Matters

The Landlord applied against the security deposit, however the security deposit was applied against the Landlord's monetary claim at an earlier Hearing on January 11, 2009. Therefore the security deposit has been extinguished, and this portion of the Landlord's application is dismissed.

### Issues(s) to be Decided

Is the Landlord entitled to a Monetary Order for damages to the rental unit?

### Background and Evidence

There was no written Condition Inspection Report at the beginning or at the end of the tenancy.

The Landlord testified that the Tenant left some belongings at the rental unit when she moved out, including: a TV; basket ball hoop; tricycle; slide; sofa; table; wood pile; air conditioner; washer/dryer; bed frame; and flower pots. The Landlord seeks \$120.00 for removal and disposal of these items. The Tenant testified that the TV, air conditioner, table, and sofa were left behind by a previous tenant and were in the rental unit when she moved in. The Tenant testified that she left the basket ball hoop, tricycle, slide, wood pile and flower pots at the rental unit. She testified that she bought the washer/dryer for the rental unit and left it there.

The Landlord testified that the Tenant took some items belonging to the Landlord, including: CO2 detector; smoke detector; and 2 doors. The Landlord seeks a monetary award of \$730.00 for the cost of replacing the doors. The Tenant denied taking those items and stated that one of the doors in question was broken when she moved in, so she left it in the garage.

The Landlord testified that at the end of the tenancy the Tenant did not shampoo the carpets, or clean the rental unit. The Landlord is claiming \$282.45 for shampooing the

carpets and \$157.50 for cleaning the rental unit. The Tenant testified that she shampooed the carpet twice while she was living in the rental unit, the last time being in November, 2009. The Tenant lived in the rental unit from January, 2009 to November, 2009. The Tenant testified that she cleaned the rental unit at the end of the tenancy, with the exception of the stove, fridge and the floor by the front door. The Tenant stated that these items just needed a quick wipe.

The Landlord testified that the Tenant did not return the keys to the rental unit, and therefore seeks \$159.00 for the cost of changing the locks. The Tenant testified that she left the keys in the rental unit at the end of the tenancy. She stated that a sub tenant lived in the rental unit for a short time after she left.

The Tenant's witnesses provided testimony that the rental unit was in good, clean condition when the Tenant moved out. They testified that it was in much cleaner condition than when she moved in. The witnesses testified that the Tenant repaired walls and painted the rental unit before she moved out.

### Analysis

The *Residential Tenancy Act* (the "Act") requires a landlord and tenant to perform a written condition inspection report of a rental unit at the beginning and the end of the tenancy. This protects both of the parties and is a clear record of the condition of the rental unit at the beginning and the end of the tenancy. The onus is on the landlord to insure that this is done and the landlord must offer the tenant two opportunities to inspect the rental unit. If the tenant fails to attend for a condition inspection, the landlord should make the inspections and complete the condition inspection report without the tenant.

There was conflicting verbal testimony with respect to the condition of the rental unit when the Tenant moved out. The Tenant provided witnesses who testified to the condition of the rental unit at the time the Tenant moved in and when she moved out. The Landlord provided no witnesses.

This is the Landlord's application and the responsibility for proving her claim rests on her.

The Tenant agreed that she had left some items at the rental unit. The Landlord provided an invoice or receipt for the removal of these items, and therefore I allow the Landlord's claim in the amount of \$120.00 for removal and disposal of these items.

The Tenant stated that the keys were left in the rental unit when she moved out. The Tenant also testified that there was a sub tenant living in the rental unit after she moved out. The Landlord provided a copy of an invoice for the cost of rekeying the locks and cutting the keys. The Tenant did not return the keys to the Landlord, and therefore I allow this portion of the Landlord's claim in the amount of \$159.04.

The Landlord provided an invoice for the cost of shampooing the carpets at the rental unit. The invoice is dated April 8, 2010, some 4 months after the Tenant moved out. The Landlord provided insufficient evidence that the dirty carpets were the Tenants' responsibility and therefore this portion of her claim is dismissed.

The Landlord provided an invoice for the cost of cleaning the rental unit in the amount of \$157.50 (3 hours @\$50.00 per hour, plus GST). Cleaning an oven and fridge is more than a "wipe down" job, and I find the hours claimed to be reasonable, however the hourly rate is excessive. Therefore, I allow the Landlord's claim for cleaning the rental unit in the amount of \$75.00 (3 hours @ \$25.00 per hour).

The Landlord provided insufficient evidence to support the remainder of her claims and therefore they are dismissed.

The Landlord has been partially successful in her claim and is entitled to recover the cost of the filing fee from the Tenant.

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

Cost of removing and disposing of items left by the Tenant	\$120.00
Cost of cleaning the rental unit	\$75.00
Cost of rekeying locks and cutting keys	\$159.04
Recovery of filing fee	\$50.00
TOTAL MONETARY ORDER AGAINST TENANT	\$404.04

### Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$404.04 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: July 13, 2010.

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Dispute Resolution Officer