

Dispute Codes MND, MNSD

Introduction

This hearing was convened in response to the landlord's application seeking a monetary order for compensation for damage and/or loss and seeking to retain the security deposit.

Issues(s) to be Decided

Whether the landlord is entitled to the Orders sought.

Summary Background and Evidence

The landlord testified that the tenant vacated the rental unit on February 28, 2010. The landlord testified that when the tenant vacated she failed to clean the carpets as required by the written tenancy agreement. Further, as noted on the move-inspection report, the tenant chose the option of using the landlord's drapes and therefore agreed to clean them which she did not do. For these expenses the landlord claims \$110.25 for cleaning the carpets, \$150.00 for travel time and \$51.03 for cleaning the drapes and \$60.00 travel time. Further, during the course of her tenancy the landlord says the tenant left her keys unattended in the lock of the garage door on the property.

The landlord testified that he was required to pay \$71.09 to change the locks and make new keys for all affected tenants. The landlord is also claiming travel costs for the time he spent performing this task in the sum of \$40.00. Further the landlord says that when the suite was vacated there was a broken window. The landlord replaced the window at a cost of \$42.88 and he claims his time in performing this task in the sum of \$192.88.

The tenant says the landlord is charging too much for carpet cleaning. The tenant says there is nothing in the Tenancy Agreement with respect to drapery cleaning and the cleaning costs exceed the value of the drapes. The tenant says that while the drapery

cleaning issue is mentioned on the Condition Inspection Report, this does not form part of the Tenancy Agreement and the tenant cannot be held to this term.

The tenant says the key issue occurred in December 2008. Since that time the landlord entered into a new tenancy agreement with the tenant and the tenant submits that the landlord therefore forgave this cost. With respect to the broken window the tenant submits that this was not her fault and this window was broken at move in.

Analysis and Findings

Policy states that the Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

With respect to carpets, the tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. At the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. With respect to the costs charged by the costs claimed by the tenant for carpet cleaning in the sum of \$110.25 to be reasonable and I will allow this claim.

With respect to all of the landlord's claims for personal and/or travel time this is the landlord's cost of doing business and I have no authority to award any costs other than recovery of the filing fee paid to file an Application for Dispute Resolution. All the landlord's claims for costs are therefore dismissed.

With respect to the window coverings, if window coverings are provided at the beginning of the tenancy then they must be cleaned by the tenant and left a reasonable state of

repair at the end of the tenancy. I therefore find that the landlord is entitled to the costs of cleaning the drapes in the sum of \$51.03 which I find to be reasonable.

With respect to the matter of the keys there is no dispute that the tenant left her keys in the garage lock and the keys subsequently went missing. In order to ensure the safety of the tenants the landlord changed the locks and supplied each tenant with new keys. The tenant has repeatedly refused to repay the landlord for the costs for doing so. I find that having handled the keys in such a fashion that they were lost or stolen, the tenant should reimburse the landlord for the costs of the rekeying and supplying the appropriate number of keys to each tenant. I will therefore allow the landlord's costs in this regard in the sum of \$71.09 which I also find to be reasonable.

With respect to the broken window I find that the landlord has failed to prove that the tenant broke this window and that she should be held responsible for its replacement.

Having been mostly successful in this claim I will allow the landlord to recover the \$50.00 filing fee paid for this application.

Calculation of Award

The landlord has been awarded the following sums:

Carpet Cleaning	110.25
Drapery Cleaning	51.03
Rekeying locks	71.09
Recovery of filing fee	50.00
Less Security Deposit and interest from April 3, 2005 to the date of this Order	-308.03
Balance due to Tenant	\$25.66

Conclusion

The landlord is ordered to return the sum of \$25.66 to the tenant forthwith.