

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of tenancy began on April 1, 2004. Following the expiry of the fixed term, the tenancy continued on a month to-month basis until the end of March 2010. At the end of tenancy, rent in the amount of approximately \$1,006.00 was payable in advance on the first day of each month. A security deposit of \$400.00 was collected on or about April 1, 2004. There is no evidence that a move-in condition inspection or report were completed.

At the end of tenancy a move-out condition inspection and report were completed. The tenant testified that she disagreed with the landlord's agent's assessment of the unit's condition and therefore declined to sign the move-out condition inspection report. A copy of the move-out condition inspection report is not in evidence, and the landlord's agent present at the move-out condition inspection did not participate in the hearing.

The various aspects of the landlord's claim and my findings around each are set out below.

Analysis

Based on the documentary evidence and testimony of the parties, I find as follows:

\$100.00*: *carpet cleaning*. The tenant does not dispute this aspect of the landlord's claim. Accordingly, I find the landlord has established entitlement to the full amount claimed.

\$120.00: *suite cleaning*. Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part, that a tenant must "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear..."

The tenant testified that with the assistance of others, she gave the unit a thorough cleaning at the end of tenancy. In the absence of sufficient evidence to the contrary, this aspect of the landlord's application is hereby dismissed.

\$20.00: *cleaning of vertical blinds*. Consistent with line of reasoning set out immediately above, this aspect of the landlord's application is hereby dismissed.

\$300.00: *painting*. The parties agree that the unit was last painted prior to the commencement of this tenancy in April 2004. Residential Tenancy Policy Guideline # 37 sets out the useful life of interior paint as 4 years. In the absence of any evidence that painting was required as a result of reasons related to anything other than normal wear and tear, this aspect of the landlord's claim is hereby dismissed.

\$80.00: *repairs*. The landlord's agent testified to the effect that she thought this aspect of the claim pertained to patching of walls which was required prior to painting. The tenant claimed that there was no damage to the walls and that any patching required was the result of normal wear and tear. In the absence of sufficient evidence to the contrary, this aspect of the landlord's claim is hereby dismissed.

\$120.00: *cost of paint / blinds missing*. The landlord's agent was unable to explain how this particular claim for paint-related costs is different from the paint-related costs earlier set out, as above.

As to the blinds, the landlord's agent testified that 6 veins required replacement at an approximate cost of \$10.00 per vertical vein. The tenant agreed to be responsible for the cost of replacing 1 vein, but disputed responsibility for the need for others to be replaced.

Further to the above comments related to paint and, in the absence of sufficient evidence that the tenant is responsible for the cost of replacing more than 1 vein, I find the landlord has established entitlement limited to the replacement of 1 vein at \$10.00*

\$50.00*: *key replacement*. The tenant does not dispute this aspect of the landlord's claim, but testified that the keys were stolen during a break-in of her vehicle. Notwithstanding the circumstances surrounding loss of the keys, I find that as it was through no fault of the landlord's that the keys required replacement, the landlord has established entitlement to the full amount claimed.

\$50.00*: *filing fee*. As the landlord has achieved some success with this application, I find the landlord has established entitlement to the full amount claimed.

Sub-total: \$210.00*

As for the monetary order, I find that the landlord has established a claim of \$210.00, as set out above. I order the landlord to retain this amount from the security deposit of \$400.00, and I order the landlord to repay to the tenant \$204.16, which is comprised of the balance of \$190.00 plus interest of \$14.16.

Conclusion

I hereby order the landlord to retain \$210.00 from the tenant's security deposit.

I hereby order the landlord to FORTHWITH pay to the tenant the balance of the security deposit plus interest in the total amount of \$204.16.

DATE: August 26, 2010

Dispute Resolution Officer