



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      FF, MND, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$1147.64, a request to keep the full security deposit plus interest towards the claim, and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

### Background and Evidence

The applicant testified that:

- At the end of the tenancy the tenants left the walls in the rental unit badly marked up with drawings, writing, incomplete painting, and chipping and as a result the walls had to be repainted, some areas requiring three coats of paint.
- The tenant also left the bathroom sink with a large chip that was not there at the beginning of the tenancy and as a result the sink had to be replaced.

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- The tenants also left the carpets in the rental unit badly stained and bleached and as a result the carpets had to be replaced. The carpets were only five years old.
- The rental unit was left very dirty and as a result the landlord had to have the unit cleaned.
- The landlord also had to clean the drapes in the rental unit; this took two loads in the washer and dryer.
- When the tenant returned the remote control gate opener, it was badly damaged and therefore also had to be replaced.

The applicants are therefore requesting an order as follows:

Painting labour	\$430.50
Cleaning	\$230.00
Cleaning window coverings	\$6.50
Cleaning materials and sink cost	\$107.29
Carpet damage 10% of \$2175.60	\$217.56
Replace remote	\$50.00
Filing fee	\$50.00
Total	\$1197.57

The applicant is therefore requesting an order allowing the landlord to keep the full security deposit plus interest towards this claim and is requesting a monetary order be issued for the difference.

The respondent testified that:

- She does not believe that the rental unit was left in need of substantial cleaning and repairs.

- She thinks the landlord is just trying to keep her security deposit and that it should be returned to her.
- She lived in the rental unit for almost 3 years and therefore the landlord should be painting the unit when she moves out anyway.
- The carpet was old when she moved in and therefore she should not have to pay for replacing it.
- The chip in the sink was just a little chip and not important enough to replace the sink.
- The remote control was old when it was given to her in it just wore out under normal daily use.

The respondent therefore does not believe that the landlord should be allowed to keep any of her security deposit, and that the landlords full claim should be dismissed.

## Analysis

### Cleaning

It's obvious from the photo evidence supplied to the hearing that this rental unit was left in need of substantial cleaning, and therefore I allow the full amount claimed for cleaning, window covering cleaning, and cleaning materials.

### Painting

It is also obvious that the tenants left the walls in the rental unit badly marked up and therefore I will allow a portion of the claim for painting. I will not allow the full amount claimed because landlords must expect to have to paint approximately every three to four years due to normal wear and tear however in this case the walls were so badly marked that it took more than the normal amount of painting.

I will therefore allow one half the amounts claimed for painting and painting materials.

## Carpet damage

It is my finding that the tenants left the carpets extremely stained and damaged and as a result the landlord was justified in having the carpets replaced and since the landlords are only asking for 10% of the replacement cost is my decision that that is a reasonable claim and I will allow it.

## Sink damage

I will allow the landlords claim for the sink damage as it's obvious from the photo supplied that this damage occurred during this tenancy, and as it's such a large chip it's reasonable for the landlord to replace the sink.

## Remote-control

I deny the claim for the remote control because there is no evidence to show that the damage to this remote was a result of any negligence or abuse on the part of the tenant, and may well have been the result of normal wear and tear. Therefore the cost of the replacement cannot be passed on to the tenant.

## Filing fee

I order that the tenants bear the cost of the filing fee, because I have allowed the majority of the landlords claim.

Therefore the total amounts I have allowed are:

Painting labour	\$215.25
Cleaning	\$230.00
Cleaning window coverings	\$6.50
Cleaning materials and sink cost	\$107.29
Carpet damage	\$217.56
Remote cost	\$0.00



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Filing fee	\$50.00
Total	\$879.46

## Conclusion

I have allowed \$879.46 of the claim. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$461.91

I further Order that the Respondent(s) pay to the applicants the following amount:

\$417.55

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: August 09, 2010.

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Dispute Resolution Officer