



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNDC, MNR, MNSD, FF.*

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the costs to clean and repair the rental unit, unpaid utilities and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of double her security

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for all or part of the above? Is the tenant entitled to the return of double her security?

Background and Evidence

The tenancy started on November 01, 2009. The rent was \$1,150.00, due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$575.00.

The rent did not include utilities. A clause in the addendum to the tenancy agreement states that the tenant is responsible for maintaining the back yard and may hang items on the wall only with landlord permission.

On April 30, 2010 the tenant placed a notice to end tenancy in the mail slot of the landlord. The landlord found it the next day. The note had the tenant's forwarding address with a request to mail the security deposit to that address.

The tenant moved out on May 31, 2010. A move inspection report was completed. The tenant disagreed with the findings and refused to sign the report.

The landlord stated that the unit was left in a messy condition and filed photographs to support her monetary claim. The tenant stated that she had cleaned the rental unit and filed photographs to demonstrate the condition of the unit as she left it.

The landlord is claiming the following:

1.	Master bedroom wall	\$75.00
2.	Curtain rod hardware	\$5.56
3.	Bathroom doorstop	\$8.28
4.	Light bulb	\$3.23
5.	Hose washer	\$3.35
6.	Bifold hardware	\$75.41
7.	Heat registers	\$28.59
8.	Living room painting and repairs	\$420.97
9.	Stove bowl drips	\$55.00
10.	Cleaning products	\$136.68
11.	Cleaning	\$240.00
12.	Cleaning	\$220.00
13.	Cleaning blinds and drapes	\$80.00
14.	Babysitting personal items	\$50.00
15.	Lawn cutting	\$120.75
16.	Toy slide area holes	\$200.00
17.	Painting metal doors	\$300.00
18.	Water bills	\$116.67
19.	Courier service	\$31.50
20.	Courier service	\$14.71
21.	Repair backyard damage	\$1,500.00
	Total	\$3,685.70

Analysis

Based on the sworn verbal testimony and documentary evidence filed by both parties, I will address each of the landlord's claims by item number. My findings are as follows:

Items 1 and 2

The landlord has filed invoices for both these items. The tenant agreed that she put pictures up on the wall and removed the curtain rod. Therefore I find that the landlord is entitled to both these items.

Items 3, 4 and 5

Based on the testimony of both parties and the age of the home, I find that these items were probably damaged from normal wear and tear. Therefore the landlord's claim for these items is dismissed

Item 6

The tenant agreed that she had left the closet door inside the closet. The landlord has filed receipts for parts and labour. Therefore I find that the landlord is entitled to the cost of fixing the closet.

Item 7

Based on the age of the home I find that it is more likely than not that the damage to one heat register vent cover was due to wear and tear. Therefore, the landlord's claim to replace the vent cover is dismissed.

Item 8

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the interior painting. As per this policy, the useful life of interior painting is four years. The landlord stated that the rental unit was painted in July 2008 and therefore by the end of the tenancy, the painting had approximately two years of useful life left.

Accordingly, I award the landlord \$200.00 towards her claim for repair and painting of the living room walls.

Item 9

The landlord did not file any evidence to support the actual cost to replace the stove bowl drips. Therefore her claim for this item is dismissed.

Item 10

The landlord filed a receipt for cleaning products purchased prior to the end of tenancy. The receipt shows that the landlord purchased 11 cans of bath aero spray and six pairs of gloves in addition to other items for a total of \$136.68. Since these items were purchased prior to the end of tenancy and in what I find to be excessive amounts, I dismiss the landlord's claim for cleaning supplies.

Items 11, 12 and 13

The landlord has made three claims for cleaning for a total of \$540.00. Based on the photographs filed by both parties, I find that the tenant did clean the unit though it may not have been done to the standards of the landlord. I find it reasonable to award the landlord \$150.00 for cleaning the rental unit.

Item 14

The landlord stated that the tenant moved out and left some personal belongings outside the unit. She stated that she "babysat" these items until they were removed by the tenant. I find that the landlord was not asked by the tenant to "babysit" her belongings for a fee and therefore the landlord's claim of \$50.00 is dismissed.

Item 15

The tenant agreed that she had not cut the lawn prior to moving out. She stated due to the weather she was unable to. The landlord had the lawn cut, approximately one week after the tenant moved out. I find that the landlord is entitled to \$120.75 for the cost of cutting the lawn.

Item 16

The tenant placed a play slide for her child in the yard and dug four holes to have it installed. Upon removal of the equipment, the tenant stated that she filled at least two of the holes. The photographs show that two holes remain unfilled. The landlord is claiming \$200.00 for backfilling these holes, but has not filed a receipt or any evidence to support the amount of her claim. She stated that this work is not yet completed. I find it reasonable to award the landlord \$50.00 towards her claim

Item 17

The landlord has filed an estimate to have the two metal doors painted in the amount of \$300.00. I find it reasonable to award the landlord \$100.00 towards painting of the two doors.

Item 18

The landlord has filed water bills. As per the tenancy agreement, the tenant was required to pay for water. The landlord has prorated the tenant's share and is claiming \$116.67. I find that the landlord is entitled to this amount.

Items 19 and 20

The legislation does not permit me to award any litigation related costs other than the filing fee. Therefore the landlord's claims for courier service are dismissed.

Item 21

The landlord stated that the tenant's guests damaged an area of the landlord's property that lies outside the fenced yard. The landlord played a tape recording of a phone call conversation between the two parties. The tenant stated that it was not her voice on the phone. The landlord has filed an estimate of \$1,500.00 to fix the damage caused by vehicles on the grass. Since this damaged area is outside the fenced yard and the tenant denies that the damage was caused by herself or her guests, I dismiss the landlord's claim.

The landlord has established the following claim:

1.	Master bedroom wall	\$75.00
2.	Curtain rod hardware	\$5.56
3.	Bathroom doorstop	\$0.00
4.	Light bulb	\$0.00
5.	Hose washer	\$0.00
6.	Bifold hardware	\$75.41
7.	Heat registers	\$0.00
8.	Living room painting and repairs	\$200.00
9.	Stove bowl drips	\$0.00
10.	Cleaning products	\$0.00
11.	Cleaning	\$150.00
12.	Cleaning	\$0.00
13.	Cleaning blinds and drapes	\$0.00
14.	Babysitting personal items	\$0.00
15.	Lawn cutting	\$120.75
16.	Toy slide area holes	\$50.00
17.	Painting metal doors	\$100.00
18.	Water bills	\$116.67
19.	Courier service	\$0.00
20.	Courier service	\$0.00
21.	Repair backyard damage	\$0.00
	Total	\$893.39

Since the landlord has proven a portion of her case, I will award her \$25.00 towards the filing fee. Overall the landlord has established a claim of \$918.39.

The tenant applied for the return of double the security deposit. Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of both parties, I find that the landlord applied for dispute resolution within 15 days of the tenant moving out and is therefore not liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord currently holds a security deposit of \$575.00. I order that the landlord retain the security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$343.39. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

Overall the landlord has established a claim for **\$343.39**.

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: October 28, 2010.

Dispute Resolution Officer