



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF
 MNSD, FF

Introduction

This hearing dealt with cross applications by the landlord and tenants. The landlord has applied for a monetary order for damage to the unit, to keep part or all of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The tenants have applied for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issues to be Decided

Is either party entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in January 2009 with rent of \$1250.00, the tenant paid a security deposit of \$625.00. The tenant vacated the property on August 31, 2010. The landlord and tenant did not complete a move-in or move-out inspection and while a tenancy agreement was signed with the landlord's daughter in-law acting as agent for the landlord, the tenant was never provided with a copy of the tenancy agreement.

The landlord testified that the tenant gave proper notice and vacated the rental unit on August 31, 2010. The landlord stated that they contacted the tenant on August 31 to arrange a move-out inspection and the tenant stated that they were not available. The landlord then called the tenant on September 1, 2, 3 and 4 to arrange a move out inspection and left phone messages but was unable to directly reach the tenant. The tenant did call the landlord's phone but did not speak to the landlord directly or leave a message as to when they could meet to complete the move-out inspection.

The landlord stated that the rental unit was left very dirty and that the walls were so marked up and dirty that they had to be re-painted. The landlord stated there were blinds that were in good condition on all of the windows at the start of the tenancy but that the blinds at the end of tenancy were damaged and not the original blinds. The tenant refuted this and as the landlord was not at the property to do a move in inspection it is unclear as to the condition and number of blinds in the rental unit.

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The landlord has submitted photos in to evidence showing areas of the home that were left dirty and required cleaning, especially of note were the areas behind the fridge and stove that were not cleaned by the tenant.

The landlord is claiming the following in cleaning and repair costs:

Smoke detector	\$20.15
Door Hinges	\$8.92
Dining Room Window coverings	\$34.45
Painting	\$1814.40
Cleaning	\$170.00
Handyman Repairs	\$232.50
Developing Pictures	<u>\$16.50</u>
Total	\$2296.90

The tenant stated that she had provided the landlord with her forwarding address when she gave her notice to vacate the rental unit and the tenant is now requesting double the security deposit back. The tenant testified that she spoke to the landlord to do a move-out inspection on August 31 but the landlord was on the phone and the tenant could not wait for him to be available. The tenant believes that the rental unit was left in good condition and that she had thoroughly cleaned the unit. The tenant stated that the items left on the back deck did not belong to her and had been left by the previous tenant.

The tenant submitted photos into evidence that give a general appearance of the rental unit being clean however these photos do not show close ups of the walls, baseboards etc. A real estate advertising sheet was also submitted and these photos were taken approximately 3 months ago when the tenant was still residing in the unit.

Analysis

With no move-in or move-out inspection to establish a claim for cleaning and repairs on, the burden of proof on the landlord is quite high.

Section 21 of the Regulations to the Act says (in part) that a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection unless there is a preponderance of evidence to the contrary.

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Section 32 of the Act says that a Tenant is responsible for damages caused by his act or neglect but is not responsible for reasonable wear and tear. RTB Policy Guideline #1 defines “reasonable wear and tear” as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.”

I find that the rental unit was not reasonably clean at the end of the tenancy and that the landlord had to incur expenses to bring it up to that standard. Based on the photographs provided by the landlord, I find that it would have taken considerable time to wash the walls, baseboards, clean behind the appliances and do basic repairs. However I do not find it reasonable that the unit had to be completely re-painted as a result of this tenancy. As a result, I award the landlord \$625.00 for the costs associated with cleaning and repairs.

As for the monetary order, I find that the landlord has established a claim for \$625.00 for cleaning and repairs.

The tenant’s application for double the security deposit is dismissed without leave to re-apply.

Neither party is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$625.00 in cleaning and repairs. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant’s **\$625.00** security deposit in full satisfaction of the claim.

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: November 24, 2010

Dispute Resolution Officer