



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy in this unit began on September 1, 1989 at which time a \$305.00 security deposit was paid. The parties further agreed that the tenants vacated the rental unit either August 31 or September 1, 2010. The tenants claim to have given the landlord their forwarding address in writing twice, once on September 16 and once on September 29. The landlord testified that they did not receive the address on the 16th but acknowledged that they received it on the 29th.

The landlord testified that the walls of the rental unit were written upon and that when the walls were repainted, a sealant had to be applied in order to keep the writing from bleeding through the paint. The landlord seeks to recover \$75.00 as the cost of the sealant. The landlord provided photographs of the walls. The tenants acknowledged that the walls had writing but argued that it could have been removed by washing the walls, making the need for a sealant unnecessary.

The parties agreed that the tenants did not return the keys to the rental unit until September 29. The landlord testified that the deadbolt had to be rekeyed and that 7 new keys had to be cut to replace the 7 keys which were not returned. The landlord seeks to recover \$25.00 as the cost of rekeying the deadbolt and \$35.00 as the cost of cutting 7 new keys. The tenants testified that they attended at the building several

times in an attempt to locate the resident manager to return keys personally to him, but were not able to meet with him personally until September 29.

The landlord seeks to recover \$240.00 as the cost of supply, delivery and installation of 2 bedroom doors and several shelves which were damaged. The landlord testified that 2 doors were covered with stickers and that the stickers could not be removed without removing the cosmetic coating on the door. The tenants testified that they were told by the landlord's agent not to remove the stickers and argued that the doors and shelves were old. The tenants stated that the shelves were bent because of age, not because they had borne excessive weight. The landlord's agent denied having told the tenants that they did not have to remove the stickers from the doors.

The landlord seeks to recover \$300.00 as the cost of cleaning the rental unit at the end of the tenancy. The landlord's agent testified that the bathroom, screens, window tracks, radiators, floors, appliances and light fixtures were all uncleaned or inadequately cleaned. The landlord provided photographs showing the condition of the rental unit. The tenants testified that the rental unit was thoroughly cleaned at the end of the tenancy, although they acknowledged that there were cobwebs on the screens.

The landlord also seeks to recover the \$50.00 filing fee paid to bring this application.

Analysis

I find that the landlord received the tenants' forwarding address in writing on September 29 as the tenants were unable to provide evidence to corroborate their claim that it was given earlier.

I find the landlord's \$75.00 charge for the cost of sealant to be reasonable. The tenants had the option of cleaning the writing from the walls, but chose not to do so. I find that the landlord was forced to either spend time cleaning the walls, for which cost the tenants would have been responsible, or to apply a sealant. The landlord opted to apply the sealant and I find that the tenants should bear that cost. I award the landlord \$75.00.

I do not accept that the tenants were unable to return the keys prior to September 29. They could have left the keys with a neighbour, left them in the rental unit or even mailed them to the landlord. There is no reason why the tenants should have kept the keys for almost a month after the end of the tenancy and I find that the landlord is entitled to recover the cost of the rekeying the deadbolt and cutting new keys. I award the landlord \$60.00 for those costs.

I find it unlikely that the landlord's agent would instruct the tenants not to remove stickers from the doors and I find that removal of the stickers caused some damage to the doors. However, the doors were more than 20 years old and I find they had already outlived their useful life and had minimal value. I find that the landlord is entitled to a nominal award for the inconvenience of replacing the doors and I award the landlord \$20.00 for each door, for a total of \$40.00.

The landlord's photographs appear to show some unclean areas throughout the rental unit, but most of the photographs are enlarged to a degree that it is impossible to determine the scale or extent of the alleged soiling. I find that some additional cleaning was required but find the landlord's claim to be excessive. I award the landlord \$50.00 for the cost of 2 additional hours of cleaning at a rate of \$25.00 per hour.

I find that the landlord is entitled to recover the filing fee and I award the landlord \$50.00.

Conclusion

The landlord is awarded \$275.00 which represents \$75.00 for sealant, \$60.00 for the deadbolt and keys, \$40.00 for doors, \$50.00 for cleaning and \$50.00 for the filing fee. The \$305.00 security deposit has accrued \$169.28 in interest. I order the landlord to retain \$275.00 from the security deposit and I order the landlord to return the balance of \$199.28 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$199.28. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: February 04, 2011

Residential Tenancy Branch