



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

The landlord and the tenants each applied for a monetary order and an order for the retention of the return of the security deposit. The hearings were heard together by conference call. The landlord's representatives and the named tenant called in and participated in the hearing

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for cost to clean and repair the rental unit, and if so, in what amount?

Are the tenants entitled to a monetary order in the amount of their security deposit, or in some lesser amount?

### Background and Evidence

The rental unit is a two bedroom apartment in Vancouver. The tenancy began on or about October 8, 2004. The tenants paid a security deposit of \$737.00 on September 14, 2004.

The tenants gave notice and moved out of the rental unit on August 31, 2010. The landlord's representative testified that the tenant, NK did not participate in a condition inspection at the end of the tenancy although she was offered an opportunity to do so. The tenant testified that his wife offered to participate in a condition inspection but the landlord told her that it was too late; the inspection had already been done.

The landlord submitted a copy of the condition inspection at the end of the tenancy. The landlord also submitted a series of photographs of the rental unit taken at the end of the tenancy. According to a report from the landlord's maintenance supervisor the rental unit: "was in the worst condition after tenant moved out, which I've seen in my 20 + year experience."

The landlord said that there was a lot of smoke damage and grease and soot on walls, ceilings and light fixtures. The landlord changed the range hood on June 25, 2010 before the tenancy ended because it was soaked in grease and constituted a fire hazard. The landlord changed the counters in the rental unit because they swollen from water damage, stained and burnt in places. The bathroom needed extensive cleaning and re-grouting. The landlord changed light fixtures, one was broken; two others were covered in grease.

The landlord claimed the following amounts:

Light fixtures	\$35
Labour	\$35
Countertop	\$259
Labour	\$200
Stove hood	\$45
Labour	\$35

Cleaning 35 hours @ \$18 per hour \$630

The landlord claimed painting costs. The landlord submitted an invoice for painting the rental unit in the amount of \$3,018.96. The landlord's representative acknowledged that the landlord would need to paint the rental unit after a tenancy of this duration, but she said that the painting costs were greatly increased over that standard cost to paint a two bedroom apartment because of the extremely filthy and deplorable condition of the rental unit. The landlord noted that the invoice for painting showed the basic amount of \$345.00 for basic painting of a two bedroom unit and \$245.00 for a second coat. The referred to the accompanying letter from the painter describing the extra work and submitted that the amount beyond basis painting should be the tenants' responsibility.

The landlord submitted an invoice for carpet replacement in the amount of \$3,087.83. The landlord's representative testified that the carpet in the rental unit was two years old when the tenancy commenced. She submitted that the landlord should be reimbursed for a portion of the carpet replacement cost because It was in good condition at the commencement of the tenancy, but when the tenancy ended it was badly stained and soiled; it could not be cleaned and had to be replaced.

The tenants submitted an application on December 29, 2010. They claimed repayment of the security deposit as well as a \$60 key deposit and the filing fee for their application.

### Analysis and Conclusion

The landlord's evidence, in particular the photographs submitted show that the rental unit was in a deplorable state when the tenancy ended. Even the overhead light fixtures were coated in condensed grease from cooking. The walls were stained and sooty. I accept the landlord's testimony that much more extensive work had to be done to paint the rental unit than would ordinarily be the case after a tenancy of this duration.

The tenant's testimony that the rental unit was properly cleaned but the problems were due to the landlord's failure to perform requested repairs and painting was not credible. The tenants did not submit any documents, apart from a copy of the tenancy agreement to support their position and there is no indication of any written request for work to be done to the rental unit.

I allow the following claims by the landlord:

Light fixtures	\$35
Labour	\$35
Countertop	\$259
Labour	\$200
Stove hood	\$45
Labour	\$35

Cleaning 35 hours @ \$18 per hour \$630

I award the landlord the sum of \$2,000.00 for additional painting costs over and above what would have been expected due to normal wear and tear.

According to the residential Tenancy Policy Guideline the expected life of a carpet is 10 years. I find that the landlord should have expected at least an additional four years of service from the carpet in the rental unit and I award the landlord \$1,235.00 toward the cost to replace the carpet, being 40% of the replacement cost. The total amount awarded to the landlord is the sum of \$4,474.00. The landlord is entitled to recover \$50.00 of the \$100.00 filing fee paid for this application for a total award of \$4,524.00. I

order that the landlord retain the security deposit key deposit and interest in the amount of \$828.08 in partial satisfaction of the award and I grant the landlord a monetary order under section 67 for the balance of \$3,695.92. This order may be registered in the Small Claims Court and enforced as an order of that court.

The tenants' application for the return of the security deposit and interest is dismissed without leave to reapply.

Dated: January 19, 2011.

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