



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. However, it appears that there is actually no claim or dispute around unpaid rent. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from November 1, 2006 to April 30, 2007. Thereafter, tenancy continued on a month-to-month basis. A security deposit of \$387.50 was collected on October 5, 2006 and, by the end of tenancy, the monthly rent was \$883.00. Evidence includes a copy of the move-in condition inspection report.

By letter dated October 26, 2010, the tenant gave notice to end the tenancy effective November 30, 2010. The parties participated together in a move-out condition inspection and a copy of the move-out condition inspection report is in evidence. The dispute centres around what costs should be borne by the tenant following the end of tenancy, and the particulars of the landlord's claim are set out below.

Analysis

The specific aspects of the landlord's claim and my findings around each are as follows:

\$56.00*: carpet cleaning. Clause 38 of the tenancy agreement provides as follows:

38. Upon vacating, tenants are responsible for payment of blind cleaning, suite cleaning, carpet cleaning and any damages, including paint, caused by tenant.

Further, Residential Tenancy Policy Guideline # 1 speaks to “Landlord & Tenant – Responsibility for Residential Premises,” and provides in part as follows:

CARPETS

3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

During the hearing the tenant acknowledged that she did not have the carpets professionally cleaned at the end of tenancy.

Based on the documentary evidence, testimony and Guideline provisions, I find that the landlord has established entitlement to the full amount claimed.

\$56.00*: cleaning of drapes & blinds. Further to the related provisions in clause 38 of the tenancy agreement, which are set out immediately above, Residential Tenancy Policy Guideline # 1 (as above) provides in part as follows:

INTERNAL WINDOW COVERINGS

2. The landlord is not expected to clean the internal window coverings during the tenancy unless something unusual happens, like a water leak, which is not caused by the tenant.

3. The tenant is expected to leave the internal window coverings clean when he or she vacates. The tenant should check with the landlord before cleaning in case there are any special cleaning instructions.

During the hearing the tenant acknowledged that she did not undertake to clean window coverings at the end of tenancy.

Based on the documentary evidence, testimony and Guideline provisions, I find that the landlord has established entitlement to the full amount claimed.

\$10.00*: key / lock replacement. As the tenant does not dispute this aspect of the landlord’s application, I find that the landlord has established entitlement to the full amount claimed.

\$56.00: broken tiles. There is conflicting testimony in relation to whether or not the tenant’s movers were responsible for cracking several tiles at the entrance to the front of the building at the time of the move-out. In summary, the landlord takes the position that the weight of the mover’s truck and / or their use of a dolly and /or their use of the lift at the rear of the truck led to cracking of the tiles. The tenant takes the position that

an overhang precludes the truck from backing into the area where the tiles are cracked and, further, that the tiles were cracked prior to the move-out.

Based on the documentary evidence, which includes photographs, and the testimony of the parties, and in the absence of any testimony from an eye witness to the event of cracking itself, I find on a balance of probabilities that the landlord has failed to meet the burden of proving that the tenant's movers were responsible for damaging the tiles. This aspect of the landlord's claim must therefore be dismissed.

\$33.60: *replacement of kitchen globe*. Pursuant to the agreement reached between the parties during the hearing, I find that the landlord has established entitlement limited to \$16.80*.

\$50.00*: *filing fee*. As the landlord has mainly succeeded in this application, I find that the landlord has established entitlement to the full amount claimed.

Total: \$188.80

Following from the above I find that the landlord has established a claim of \$188.80. I ORDER that the landlord retain this amount from the combined security deposit of \$387.50 plus interest of \$12.21 (total: \$399.71), and I ORDER that the landlord pay the balance to the tenant in the amount of \$210.91 (\$399.71 - \$188.80).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$210.91**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims 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*.

DATE: April 21, 2011

Residential Tenancy Branch