



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC 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 compensation of the monetary claim. Three agents for the landlord and one tenant participated in the teleconference hearing.

### Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on April 1, 2006. On March 6, 2006, the tenants paid the landlord a security deposit of \$430. One of the two tenants signed the move-in inspection report on July 15, 2006. The tenants did not pay rent for June 2010, and on June 5, 2010 it came to the landlord's attention that the tenants had abandoned the rental unit.

The landlord has claimed the following monetary amounts:

- 1) \$954 for June 2010 rent and \$15 for June 2010 parking
- 2) \$954 for July 2010 rent and \$15 for July 2010 parking – the landlord attempted to re-rent the unit but was unsuccessful. The parking stall was assigned to the rental unit in question, and could not be issued to another tenant.
- 3) \$150 for cleaning and \$15 for cleaning supplies – as indicated on the move-out inspection report and the cleaner's invoice, extensive cleaning of the rental unit was required, including windows, light fixtures, vacuuming, counters, floors, and appliances. The invoice does not provide a breakdown of hours worked or an hourly wage, only \$150 for labour. The landlord did not provide an invoice for the cleaning supplies.
- 4) \$94.50 for carpet cleaning – the tenants did not professionally clean the carpets at the end of the tenancy.

- 5) \$60 for painting and \$190 for miscellaneous repairs – the landlord provided an invoice that indicated a charge of \$425 for two coats of paint for the unit, replacement of bedroom and closet doors that the tenant had damaged, and a bedroom wall and closet shelf that were replaced. The move-out inspection report quotes \$60 for painting and \$190 for repairs.

The tenant's response to the landlord's claim was as follows. The tenant attempted to call the phone numbers for the painting and repair invoice, but neither number was in service. The tenant agreed with the damage to the bedroom door and the closet shelf, but said that the hole in the closet door was there at move-in. The tenant also acknowledged that there had been a hole in the bedroom wall, but they had patched and sanded the holes in the walls. The tenants shouldn't have to pay for painting of the whole unit, only the one room. The tenants moved out because of the mould and cracks in the ceiling, which they verbally told the landlord about, but nothing was done. The tenant disputed the need for cleaning the windowsills at the end of the tenancy, because she cleaned the windowsills to remove the mould.

### Analysis

In considering all of the documentary and testimonial evidence, I find as follows.

- 1) June rent and parking – I find that the landlord is entitled to these amounts. The tenants moved out without notice. The tenants chose to move out rather than apply for orders for repairs regarding the mould and cracks in the ceiling.
- 2) July rent and parking – the landlord is not entitled to these amounts. The landlord did not provide sufficient evidence that they took all reasonable steps to attempt to re-rent the unit as soon as possible after they were aware the tenants had vacated.
- 3) Cleaning and supplies – I find that the landlord did not provide sufficient evidence to support these amounts. There was no indication of the hourly rate or hours spent cleaning, no photographs showing the condition of the unit or testimony regarding the specific items requiring cleaning, and no receipts for cleaning supplies. Further, I do not find it reasonable that the landlord would claim for both vacuuming and carpet cleaning.
- 4) Carpet cleaning – tenants are generally responsible for having carpets steam cleaned at the end of the tenancy. I find that the landlord is entitled to this portion of their claim.
- 5) Painting and repairs – the tenant acknowledged some of the damages that the landlord repaired and claimed. The move-in inspection report does not indicate that there was any damage to a closet door at the beginning of the tenancy. The

average life of paint is four years, and the landlord did not indicate when the unit had previously been painted. The invoice for painting indicated that two coats of paint were required. The tenant acknowledged that one room, where the holes had been patched and sanded, would have required painting. Based on the tenant's acknowledgement of some of the damage and the need for some painting, as well as the move-in inspection report, I find that the landlord's claim for these items is not unreasonable. I therefore grant the landlord their costs for repairs and painting.

The landlord is entitled to \$954 for June 2010 rent, \$15 for June 2010 parking, \$94.50 for carpet cleaning, \$60 for painting and \$190 for repairs, for a total of \$1313.50. I dismiss the remainder of the landlord's application.

As the landlord's claim was partially successful, I find they are entitled to partial recovery of their filing fee, in the amount of \$25.

### Conclusion

The landlord is entitled to a total claim of \$1338.50. The landlord may retain the security deposit and applicable interest of \$444.82 in partial satisfaction of their claim, and I grant the landlord a monetary order for the balance of \$893.68. This order may be 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*.

Dated: April 11, 2011.

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Residential Tenancy Branch