



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlords for compensation for repair expenses, to recover the filing fee for this proceeding and to keep part of the Tenants' security deposit in payment of those amounts.

Issue(s) to be Decided

1. Are the Landlords entitled to compensation for repair expenses and if so, how much?
2. Are the Landlords entitled to keep all or part of the Tenants' security deposit?

Background and Evidence

This tenancy started on August 20, 2007 and ended on December 1, 2010 when the Tenants moved out. The Tenants paid a security deposit of \$500.00 at the beginning of the tenancy. A condition inspection report was not completed at the beginning of the tenancy but one was completed at the end of the tenancy.

The Landlords said the Tenants did not clean the carpets in the rental unit at the end of the tenancy and claimed that some sections of the carpets were damaged by the Tenants' cats and had to be repaired. The Landlords also said the Tenants mounted a guitar rack on the wall and when they removed it, they left holes in the wall which had to be repaired. The Tenants did not dispute that they were responsible for these things but argued that they believed the holes in the wall from nails or screws was reasonable wear and tear. The Tenants argued that the amounts claimed by the Landlords for the carpet and wall repairs were unreasonable in that they could have repaired those things themselves. The Landlords argued that the Tenants only offered to make these repairs (on December 4 or 6, 2011) after the tenancy had ended but that they needed to have the repairs done quickly because a new tenant was moving in.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except 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.”

RTB Policy Guideline #1 at p. 2 says that a tenant is responsible for cleaning carpets after a tenancy of approximately a year and is also responsible for cleaning carpets regardless of the length of a tenancy if the tenant has had pets which were not caged or if the tenant smoked in the premises. The Tenants admitted that their tenancy exceeded one year and that they had 2 cats in the rental unit. Consequently, I find that the Landlords are entitled to recover their carpet cleaning expenses of \$100.00.

I also find that the damage to the carpet edges shown in the Landlords’ photographs taken on December 4, 2011 is not reasonable wear and tear. Although the Tenants argued that they could have repaired this, they admitted that they did not offer to do so until after the tenancy had ended. However, the Landlords have no obligation under the Act to give a tenant an opportunity to make repairs once a tenancy has ended. Furthermore, although the Tenants argued that the cost of the repair was unreasonable, they provided no other evidence to show what would have been a reasonable amount for this repair. Consequently, I find that the Landlords are entitled to recover their carpet repair expenses of \$100.00.

RTB Policy Guideline #1 at p. 4 says that “a tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails or screws or tape have been used and left wall damage.” The photographs provided by the Landlords show that the removal of the Tenants’ guitar rack left at least 5 large screw holes (of approximately ½ cm in diameter) in a wall. Given the size of the screw holes, I find that this damage to the walls was not reasonable wear and tear and therefore I find that the Tenants were responsible for repairing them. For the same reasons set out above, I find that the Landlords did not have an obligation to allow the Tenants to make those repairs after the tenancy ended. Similarly, in the absence of any evidence as to what would have been a reasonable cost to repair the holes, I find that the Landlords are entitled to recover their wall repair expenses of \$100.00.

As the Landlords have been successful in this matter, they are also entitled pursuant to s. 72(1) of the Act to recover from the Tenants the \$50.00 filing fee they paid for this proceeding.

Sections 23 of the Act requires a landlord to complete a condition inspection report at the beginning of a tenancy and to provide a copy of it to the tenant even if the tenant refuses to participate in the inspection or to sign the condition inspection report. In failing to complete the condition inspection report when the Tenants moved in, I find the Landlords contravened s. 23 of the Act. Consequently, s. 24 of the Act says that the Landlords’ right to claim against the security deposit for damages to the rental unit is extinguished.

I find however, that sections 38(4), 62(3) and 72(2) of the Act when taken together give the director the ability to make an order offsetting damages from a security deposit

where it is necessary to give effect to the rights and obligations of the parties. Consequently, I order the Landlords to keep \$350.00 from the Tenants' security deposit to compensate them for their repair expenses. I order the Landlords to return the balance of the Tenants' security deposit and accrued interest as follows:

Security deposit:	\$500.00
Accrued interest:	<u>\$10.29</u>
Subtotal:	\$510.29
Less: Monetary award:	(\$350.00)
Balance owing:	\$160.39

Conclusion

A Monetary Order in the amount of **\$160.39** has been issued to the Tenants and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 21, 2011.

Residential Tenancy Branch