



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, FF
 MNDS, O

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is for money owed or compensation for damage or loss and recovery of the filing fee. The application by the tenant is for return of the security deposit and other. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 18, 2009 with monthly rent of \$1950.00 and the tenant paid a security deposit of \$975.00.

The landlord testified that the tenant vacated the rental unit without cleaning the unit and the landlord had to have the unit thoroughly cleaned and the carpets shampooed. The landlord stated that he had replaced the microwave at the request of the tenant and that the tenant had damaged a window blind and it had to be replaced. The landlord stated that he had the nail holes left by the tenant repaired and the walls repainted.

The tenant testified that she cleaned the rental unit but did not shampoo the carpet as she did not know that was her responsibility. The tenant agreed to cover the cost of the carpet cleaning and the replacement cost of the blind but nothing else. The tenant stated that the old microwave had a broken handle and that was why the landlord purchased a new one.

The landlord stated that during the tenancy, due to negligence on the part of the tenant, water was allowed to leak out of the shower through the floor resulting in damage to the ceiling in the rental unit below. The landlord stated that he advised the tenant to keep

the shower curtain tightly pulled when showering and to wipe the mold off the tub caulking.

The tenant stated that the water leak was due to the caulking on the tub failing and not because of the shower curtain not being closed. The tenant said she tried to fix the caulking but that her repair did not work and the leak continued. The tenant maintains that it was 6 months into the tenancy before the leak started and if it had been due to the tenant not closing the shower curtain, the leak would have started months earlier. The tenant stated that the leak stopped after the tub caulking was repaired by the landlord.

The landlord stated that as the tenant did not wipe down the bathroom or living room when it was damp in the apartment mold developed on the ceilings and he had to have them painted.

The landlord acknowledged that neither move-in or move-out condition inspection reports were completed.

The landlord is seeking \$1211.20 compensation for replacement of the microwave oven, repair of the bathroom and ceiling, carpet cleaning, general suite cleaning and damage to the rental unit and has itemized the following:.

Painting walls	\$20.37
Painting ceiling	\$27.13
Window blind	\$24.63
Carpet cleaning	\$75.00
Suite cleaning	\$168.00
Hole filler	\$9.91
Microwave	\$224.79
Ceiling repair suite 1202	\$168.00
Labor for painting	\$100.00
Total claim	\$817.83

The tenant testified that she had provided the landlord with her return address in November 2010 but that the landlord did not return her security deposit to her.

The tenant in this application is seeking return of the \$975.00 security deposit.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant has met the burden of proving that they have grounds for entitlement to a monetary order for return of the security deposit.

I find that the tenant has established a claim of \$975.00 in return of the security deposit.

Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages and cleaning costs. I am not satisfied that the tenant thoroughly cleaned the rental unit therefore the landlord will be awarded \$243.00 for general cleaning and carpet cleaning. The tenant acknowledged that a blind was broken and that she was responsible for this cost, therefore the landlord is awarded \$24.63 for replacement of the blind.

I am not satisfied that the tenant was responsible for the leak in the bathroom therefore the landlord is not entitled to compensation for the cost of these repairs.

The tenant did have a responsibility to maintain the rental unit in acceptable condition and wipe down the walls when the conditions in the rental unit create dampness that results in mold. Therefore I find that the landlord is entitled to \$147.50 for painting and labor however the landlord is not entitled to costs for repair of the nail holes as this is considered normal wear and tear.

As the landlord replaced the microwave due to the original microwave having a broken handle, this is not a cost the landlord may claim against the tenant therefore the landlord is not entitled to compensation for replacement of the microwave.

The landlord has not provided evidence regarding the remainder of his monetary claim therefore this portion of the landlord's application is dismissed.

I find that the landlord has established a claim of \$415.13 in damages and cleaning costs.

The tenant has established a claim of \$975.00 and the landlord has established a claim of \$415.13. These amounts off set each other resulting in a balance of \$559.87 due to the tenant; the tenant has been awarded a monetary order for this amount.

Both parties are entitled to recovery of the \$50.00 filing fee and these amounts off set each other.

Conclusion

The tenant has established a monetary claim for \$975.00.

The landlord has established a monetary claim for \$415.13.

A monetary order in the amount of **\$559.87** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, 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 8, 2011.

Residential Tenancy Branch