



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, repair to the rental unit, utility bills and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on May 01, 2010 and ended on March 30, 2011. The monthly rent was \$2,300.00. Prior to moving in, the tenant paid a security deposit of \$1,100.00. A move out inspection was conducted on March 31, 2011. The landlord filed a copy of the inspection report.

The tenant stated that after the inspection and report were completed, the landlord informed her that there was additional damage to the kitchen counter top and the hardwood flooring. The landlord stated that she did not notice the damage until she was conducting a move in inspection with the new tenant. The landlord has filed photographs of the damage and estimates of the cost of repairs.

The tenant argued that the estimate of \$1,300.00 plus HST to repair the counter top is very high and filed a quotation of her own in the amount of \$650.00 plus HST. The tenant also stated that except for rare occasions, she used a cutting board and expressed surprise that the countertop was scratched. She also stated that the damage to the rim of the counter top in the sink area could have been done by the landlord's contractors.

The landlord is also claiming the cost of repair to the hardwood floor and has filed photographs and an estimate in the amount of \$448.00.

The tenant stated that these marks on the floor were a result of wear and tear and has provided an estimate to fix the damage in the amount of approximately \$200.00 which includes the cost of materials and \$150.00 for labor.

The tenant agreed that there was discolouration to the carpet in the den but objected to having to pay for the steam cleaning of the carpet in the bedroom. The quotation that the landlord filed was for \$159.60 which included the cleaning of the den and the bedroom. The tenant quoted *Residential Tenancy Policy Guideline#1* which states that the tenant is responsible for steam cleaning the carpets after a tenancy of one year. The tenant concluded that since the tenancy was only 11 months long, she was not responsible for the steam cleaning of areas other than the den.

The tenant did not object to the balance of the landlord's claim which included repair to the window sill and the outstanding utility bills.

The landlord is claiming the following:

1.	Kitchen counter repair	\$1,456.00
2.	Hardwood floor repair	\$448.00
3.	Carpet cleaning	\$159.60
4.	Window sill repair	\$50.00
5.	Telus bills	\$136.64
	<b>Total</b>	<b>\$2,250.24</b>

### **Analysis**

#### Kitchen counter repair - \$1,456.00

The tenant agreed that there were some scratches on the kitchen counter top but expressed surprise that her gentle use of the counter top left these scratches. The tenant agreed that on rare occasions she did not use a cutting board.

Based on the verbal testimony and documentary evidence of both parties, I find that the counter top which is relatively new was scratched at the end of the tenancy. The move in inspection report does not indicate scratches and since the tenant admitted that she did not use a cutting board on the rare occasion, I find on a balance of probabilities, that it is more likely than not that the tenant caused the scratches.

However the counter top has not been repaired by the landlord and is currently in use by the new tenant. Therefore I also find that the counter top is functional and the damage is cosmetic. The landlord has filed a quotation for the repair in the amount of \$1,456.00.

I find that while the counter top is scratched, this damage does not affect its functionality. However, the scratches have reduced the value of the counter top and I will award the landlord an arbitrary amount towards this loss of value.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Based on the estimates filed by both parties, I award the landlord a minimal award of \$500.00.

Hardwood floor repair - \$448.00

The landlord filed photographs of the damage to the hardwood floors which indicate that the damage to the flooring consists of deep gouges which are probably not a result of routine wear and tear. Again, the landlord noted this damage in the report, after the inspection was complete. The landlord stated that she informed the tenant of the damage immediately after it was reported to her by the new tenant. The landlord has filed an estimate to fix the damage in the amount of \$448.00.

Based on the documentary evidence, I find that the tenant is responsible for the cost to fix the damage to the flooring. At the time of the hearing, the landlord had not repaired the flooring and had filed an estimate for the cost of repairs. The tenant filed evidence to show that if the supplies were individually purchased, it would cost approximately \$200.00 to fix the damage which would include labor costs of approximately \$150.00.

Again, the damage is cosmetic and as a result the landlord has suffered a loss of value of the item. Pursuant to *Residential Tenancy Policy Guideline #16*, and based on the estimate filed by the tenant, I award the landlord nominal damages in the amount of \$200.00.

Carpet cleaning \$159.60

The landlord filed photographs of the discolored carpet and therefore is entitled to the cost of steam cleaning the carpet. The tenant referred to *Residential Tenancy Policy Guideline#1*, which pertains to tenancies of one year duration. This tenancy was 11 months old and I find that the landlord’s claim for steam cleaning the carpet is reasonable given that a company has a set charge for a visit regardless of how many rooms are cleaned. It would not be a whole lot less for a commercial company to come out to clean one room. Therefore I find that the landlord is entitled to the cost of cleaning the carpet in the amount that she is claiming.

Window sill repair - \$50.00 and utility bills - \$136.64

The tenant agreed to pay this portion of the landlord's claim.

I find that the landlord has established a claim as follows:

1.	Kitchen counter repair	\$500.00
2.	Hardwood floor repair	\$200.00
3.	Carpet cleaning	\$159.60
4.	Window sill repair	\$50.00
5.	Telus bills	\$136.64
	Total	<b>\$1,046.24</b>

Overall the landlord has established a claim of \$1,046.24. Since the landlord has been successful in a major portion of her claim, I find that she is also entitled to the recovery of the filing fee of \$50.00 for a total entitlement of \$1,096.24.

I order that the landlord retain this amount from the security deposit of \$1,100.00 in full satisfaction of the claim and I order the landlord to return the balance of \$3.76 to the tenant within 15 days of receipt of this decision.

### **Conclusion**

I hereby order that the landlord return \$3.76 to the tenant within 15 days of receiving this decision.

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: July 28, 2011.

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Residential Tenancy Branch