



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began September 1, 2009 with monthly rent of \$950.00 and the tenants paid a security deposit of \$475.00 and a pet damage deposit of \$125.00. The tenants vacated the rental unit February 27, 2011 and a move-out inspection was completed on March 4<sup>th</sup>, 2011 with both parties present.

The landlord testified that the tenants did not thoroughly clean the rental unit, did not clean the carpets, damaged the dryer and due to the tenant's poor paint job the interior of the unit required re-painting. The landlord stated that the \$150.00 claim for strata fees has been resolved and that this portion of the landlord's claim is withdrawn.

The tenants acknowledge that they did not have the carpets cleaned upon vacating the rental unit and that the person they hired to complete the cleaning did not do a perfect job. The tenants stated that they did not have an issue paying for the cleaning costs.

The landlord stated that when the tenants painted the rental unit they splattered paint all over the trim, got paint on the ceiling, did not remove all the painter's tape and as they applied only one coat, the paint coverage is not even and the paint peeling in some areas. The tenants stated that yes they had painted the rental unit but believed that

some simple touch-up of the trim and the patched holes would have resolved any issues and that the entire unit did not have to be repainted. The landlord testified that the unit had previously been painted in 2006.

The landlord stated that she is waiting to get the dryer replaced as her dryer was damaged by the tenants. The landlord stated that she called a duct cleaning company to ask about the damage inside the dryer drum and was advised that it may have been caused due to negligence when the tenants did not clean the lint screen, resulting in the dryer getting very hot and the paint in the drum coming off. The tenants maintain that the worn paint inside the dryer drum is nothing more than normal year and tear and that the dryer works fine. The tenants stated that if there is a problem with the dryer it should just be repaired and not replaced. The landlord stated that the dryer is approximately 20 years old, does still work but that she now concerned about the potential of fire.

The landlord stated that she is claiming loss of rent for the month of March 2011 as she was delayed in getting the unit cleaned and repainted when the tenant's did not promptly respond to settling the amount owed for damages. The tenants do not believe that the landlord should be able to claim rent for the month of March as the first time they heard from the landlord with quotes was on March 13, 2011 and then March 27, 2011. The landlord testified that because of personal matters the unit remains vacant.

The landlord stated that she had listed repair of the baseboards and sink on her monetary claim but that she has not yet received quotes for these items. It was clarified for both parties that a second application for damages could not be submitted and that this hearing would be based on the evidence submitted and today's testimony.

The landlord in this application is seeking compensation for the following:

Carpet Cleaning	\$84.00
Puma Maid Service	\$184.80
Painting of unit	\$1046.00
Registered mail	\$20.79
Strata move-in/move-out charges	\$150.00
Dryer replacement	\$925.00
Registered mail	\$25.75
Loss of rent March 2011	\$950.00
Baseboard & Sink repair	\$0.00
<b>Total Claim</b>	<b>\$3386.34</b>

### Analysis

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, cleaning costs and loss.

The tenants acknowledged that the unit had not been properly cleaned and the carpets not shampooed therefore I allow the landlord's \$268.80 claim for those costs.

I accept the landlord's testimony and evidence regarding the need to have the unit re-painted because of the messy paint job done by the tenants and I allow the landlord's \$1046.00 claim for those costs.

While I accept that the landlord is concerned about using the dryer in its current state, I do not allow the landlord their claim of \$950.00 to replace the dryer. **Residential Tenancy Policy Guideline 37 Useful Life of Work Done or Thing Purchased** and notes Clothes Washer/Dryer to have a life of 15 years. The landlord stated that the dryer was 20 years old which makes it 5 years past its useful life therefore the tenants will not be responsible for the replacement cost of the dryer.

Carpet Cleaning	\$84.00
Puma Maid Service	\$184.80
Painting of unit	\$1046.00
Registered mail	\$0.00
Strata move-in/move-out charges	\$0.00
Dryer replacement	\$0.00
Registered mail	\$0.00
Loss of rent March 2011	\$475.00
Baseboard & Sink repair	\$0.00
<b>Total Claim</b>	<b>\$1789.80</b>

Section 72 of the Act addresses Director's orders: fees and monetary orders. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the landlord's claim for \$46.56 in mailing costs is hereby dismissed.

The landlord has claimed \$950.00 for loss of rental income for the month of March 2011 however the landlord did not contact the tenants with quotes for the repairs until March 13<sup>th</sup> and then again on the 27<sup>th</sup>. The landlord has not submitted evidence regarding the steps being taken to re-rent the unit and stated in the hearing that due to personal reasons the unit in fact remains vacant. I therefore allow the landlord the limited amount of \$475.00 for loss of the March 2011 rent.

Accordingly, I find that the landlord has established entitlement to compensation in the limited amount of \$1789.80 for damages, cleaning costs and loss.

As the landlord has had some success in their application they are entitled to recover \$25.00 of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for **\$1789.80** for damages, cleaning costs and loss. The landlord is also entitled to recover \$25.00 of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$475.00 security deposit and \$125.00 pet damage deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1214.80**.

If the amount is not paid by the tenant, 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: July 18, 2011.

---

Residential Tenancy Branch