



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF  
                                 MNSD, FF

### Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is for a monetary order for damage to the unit, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The application by the tenants is for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

This tenancy began November 25, 2007 with monthly rent of \$2000.00, the tenants paid a security deposit of \$1000.00 and a pet damage deposit of \$1000.00.

The landlord testified that upon vacating the rental unit that a substantial amount of damage was noted in the house along with numerous areas that had not been thoroughly cleaned. The landlord stated that a move-out condition inspection report was completed with both the landlord and tenant present and that this report clearly reflects the condition of the property. The landlord stated that the carpets were badly stained by pet urine, walls and baseboards were not cleaned, window blinds broken, stickers had been put on the walls, window screens torn and that this is clearly reflected in the photographic evidence submitted into evidence.

The tenant testified that he was in agreement with some but not all of the landlord's claim and that he felt many of the photographs were not accurate depictions of the rental unit and had been taken out of context and meant to be inflammatory. The tenant maintained that much of what the landlord is now claiming was nothing more than normal wear and tear for a family of 5 with a pet in a 3.5 year tenancy.

The tenant stated that the landlords inspected the property every 6 to 8 months during the tenancy and never advised the tenants that the property seems dirty or damaged. The tenant also stated that they regularly had the house professionally cleaned and that prior to vacating they had the house professionally cleaned.

The tenant questioned why the landlord's claim has continued to increase over the course of 2.5 months as the landlord initially requested \$1270.24 in addition to the \$2033.08 in deposits and interest the landlord was holding. The tenant stated that it was not until 2.5 months after the tenancy ended that the landlord finally provided a copy of the move-out condition inspection report and that in this regard the landlord had not complied with the *Act*. The landlord responded by stating that he had been using the report as a repair list, it took weeks to have all the different trades come to the property to complete work and that was why the tenants had not been sent a copy earlier.

The tenant referred to the move-out condition inspection report and believed that the landlord was entitled to only the labour costs for cleaning and the \$120.00 cost of the damaged door.

The landlord stated that the paint, carpets and hardwood floors were new in 2002 as that was when the house was built and that because there was so much damage to the property after this tenancy the landlords made the decision to sell the property and not re-rent it. The landlord stated that they had actually spent \$12,000.00 getting the house back to the condition it was in prior to the tenancy.

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

Cleaning costs	\$977.46
Painting & repairs	\$1115.52
Carpet replacement	\$946.52
Blind brackets	\$129.92
Blind replacement - 2	\$572.10
Window locks	\$11.09
Thermostat	\$45.02
Bulbs, blinds, drapes, switch plates	\$269.81
Screen repair	\$39.20
Dryer knob	\$8.74
Utility bill - water	\$85.32
Interior door	\$120.00
Labour 9.5 hours @ 20.00 per hour	\$190.00
Lost income – 6 weeks rent	\$3000.00
<b>Total Claim</b>	<b>\$7510.70</b>

### Analysis

Based on the documentary evidence and testimony of the parties 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. The move-out condition inspection report that was completed with both the landlord and tenant present reflects damage throughout the rental property and many areas in the rental property in need of cleaning.

I find however that as the landlord made the decision to not re-rent the property but to place it on the market for sale and un-tenanted, that the landlord is not entitled to \$3000.00 compensation for loss of rental income as the landlord did not intend to re-rent the house. It is also not clear why the landlord incurred the \$190.00 in cleaning costs when the landlord paid \$977.46 to professional cleaners therefore this \$190.00 portion of the landlord's claim is dismissed.

The age of the property and the useful life of things must be considered when making this monetary award as **Residential Tenancy Policy Guideline 37 Rent Increases, Table 1** outlines the ***'Useful Life Or Work Done or Thing Purchased'***.

I therefore find that the landlord is entitled to the following compensation:

Cleaning costs	\$977.46
Painting & repairs	\$557.76
Carpet replacement	\$473.26
Blind brackets (tenant agreed to this expense)	\$129.92
Blind replacement – 2	\$286.05
Window locks (tenant agreed to this expense)	\$11.09
Thermostat	\$45.02
Bulbs, blinds, drapes, switch plates	\$269.81
Screen repair	\$39.20
Dryer knob (tenant agreed to this expense)	\$8.74
Utility bill – water (tenant agreed to this expense)	\$85.32
Interior door (tenant agreed to this expense)	\$120.00
Labour 9.5 hours @ 20.00 per hour	\$0.00
Lost income – 6 weeks rent	\$0.00
<b>Total Claim</b>	<b>\$3003.63</b>

Accordingly I find that the landlord is entitled to a monetary order for \$3003.63.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3003.63 in damages and cleaning costs. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1000.00 security deposit, \$1000.00 pet damage deposit and \$33.09 in interest in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1070.54**.

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: August 16, 2011.

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Residential Tenancy Branch