



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. An agent for the landlord and both tenants participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on February 1, 2010, with monthly rent in the amount of \$900. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$450. The landlord also collected \$70 in key deposits from the tenants. The landlord and tenants conducted a move-in inspection on January 27, 2010 and signed the condition inspection report.

The tenants did not pay \$440 of their rent for April 2011. The tenancy ended on April 30, 2011. The landlord and tenants conducted a move-out inspection on that date. The landlord indicated on the report that one wall in the living room needed painting, several items needed cleaning, and the carpets and drapes needed to be professionally cleaned, as set out in the tenancy agreement. The tenants indicated on the inspection report that they did not agree that the report fairly represented the condition of the unit.

The tenants returned their keys, but the landlord retained the key deposits as well as the security deposit, and applied to keep the deposits as partial compensation of their monetary claim.

The landlord has claimed the following amounts:

- 1) \$440 for unpaid rent for April 2011 and \$25 for a late payment fee as per the tenancy agreement
- 2) \$200 for eight hours of cleaning, at \$25 per hour – the landlord submitted an invoice which indicated that 10 hours of cleaning was done, but 2 hours were deducted “for normal wear & tear.” The landlord did not provide photographs or witness testimony to further support this portion of their claim.

- 3) \$100 for painting – there was a pony wall in the living room that the tenants had painted a dark colour, and the landlord had to have the wall primed and then repainted in two sessions
- 4) \$100 for professionally cleaning the carpets
- 5) \$70.14 for professionally cleaning the drapes

The tenants' response was as follows. The tenants did make attempts to clean the unit before they moved out. They felt that at the move-out inspection the landlord's agent was being a little over the top and nitpicky. The tenants offered to repaint the pony wall, but the landlord wouldn't have it. It is only a half-wall, and would have been a 20-minute paint job to repaint. The tenants acknowledged that they did not have the carpets or drapes professionally cleaned.

Analysis

In considering all of the evidence, I find as follows.

I accept the evidence of the landlord regarding the claims for outstanding rent and the late fee for April 2011. I find the landlord is entitled to costs for professional cleaning of the carpets and drapes, as the tenancy agreement clearly sets out the tenants' responsibility for professionally cleaning these items. I also accept the landlord's claim regarding the painting of the wall as reasonable. However, I find that the landlord did not provide sufficient evidence to establish the need for eight or ten hours of cleaning, and it is not clear why two hours of cleaning would be deducted for normal wear and tear. The tenants stated that they made attempts to clean the unit, and I find that some additional cleaning was likely warranted. I therefore reduce the landlord's compensation for cleaning to \$100.

I note that the landlord had no authority either to retain the key deposits after the tenants returned the keys or to apply to retain the key deposits in partial compensation of their monetary claim. I therefore find that the landlord is only entitled to partial compensation of their filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$860.14. I order that the landlord retain the security deposit of \$450 as well as the key deposits of \$70 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$340.14. This order may be filed in the Small Claims Court 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 24, 2011.

Residential Tenancy Branch