

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Prior to the tenancy agreement which is the subject of this dispute, a tenancy agreement was entered into by the landlord, the tenant named in this application (tenant "JC"), and another tenant (tenant "CS"). That tenancy began as a fixed term from February 1, 2010 to April 30, 2010. Thereafter, tenancy continued on a month-to-month basis. When tenant "CS" moved out, the landlord and tenant "JC" entered into a new tenancy agreement from July 1 to August 31, 2010, following which time the tenancy continued on a month-to-month basis. Monthly rent was \$820.00 and a security deposit of \$410.00 was collected. The only evidence available in relation to a move-in condition inspection is a copy of the move-in condition inspection report dated January 31, 2010.

Arising from a previous hearing on March 31, 2011, a monetary order was issued in favour of the landlord for rent found to be unpaid for March 2011. Further, an order of possession was issued in favour of the landlord to be effective two (2) days after service on the tenant.

There is conflicting testimony around when and how the order of possession was served, at what point the tenant had finished vacating the unit, and what conversations took place or what understandings were achieved in relation to the completion of a move-out condition inspection and report. Additionally, the tenant stated that curtains had been removed for the purpose of having them dry-cleaned, and some drawers had been removed temporarily in order to transport certain belongings to the new accommodation.

Ultimately, however, the landlord concluded that the tenant had abandoned the unit. As no keys had been returned to the landlord by the tenant, the landlord changed the locks on the unit. When the landlord entered the unit, she found a unit in need of considerable cleaning and repairs. Evidence of a move-out condition inspection report appears limited to a copy of the move-in condition inspection report with miscellaneous comments added by the landlord after the tenant had vacated the unit. During the hearing, the tenant said that she disputes all aspects of the landlord's claim.

Analysis

All aspects of the landlord's claim and my findings around each are set out below:

\$400.00*: *general cleaning and rubbish removal*. Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

Based on the testimony of the parties and the documentary evidence, which includes but is not limited to photographs, I find on a balance of probabilities that the landlord has established entitlement to the full amount claimed.

\$740.00: *miscellaneous labour (\$240.00) and materials (\$500.00)*. Based on the testimony and the documentary evidence which includes photographs, receipts and detailed work sheets, I find on a balance of probabilities that the landlord has established entitlement to the full amount claimed for **labour** of **\$240.00***.

As for the cost of materials, in view of the limited information available in regard to the age of certain items replaced, and in consideration of the effects of normal wear and tear, I find on a balance of probabilities that the landlord has established entitlement limited to **\$250.00***, or 50% of the amount claimed for **materials**.

\$65.00: *carpet cleaning*. *Residential Tenancy Policy Guideline #1* speaks to "Landlord & Tenant – Responsibility for Residential Premises," and provides in part:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

The tenant acknowledged that she had not cleaned the carpets at the end of tenancy, and the landlord's evidence includes a receipt for payment of the amount claimed. I find, therefore, that the landlord has established entitlement to the full amount claimed.

\$100.00*: *re-keying and key replacement*. Section 37 of the Act speaks to **Leaving the rental unit at the end of tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the documentary evidence and testimony, I find that the landlord has established entitlement to the full amount claimed.

\$100.00: *paint removal / repair on carpet*. In the absence of evidence further to a photograph, I find that the landlord has established entitlement limited to **\$25.00***.

\$100.00*: *priming & painting required for cigarette burns on window sills*. Based on the documentary evidence and testimony I find on a balance of probabilities that the landlord has established entitlement to the full amount claimed.

\$50.00*: *filing fee*. As the landlord has generally succeeded with this application, I find that the landlord has established entitlement to the full amount claimed.

In summary, I find that the landlord has established a claim of **\$1,230.00**. I order that the landlord retain the security deposit of **\$410.00**, and I grant the landlord a monetary order for the balance owed of **\$820.00** (\$1,230.00 - \$410.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$820.00**. This order may be served on the tenant, 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*.

DATE: August 3, 2011

Residential Tenancy Branch