



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, MNR, MNDC, 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, to replace window coverings, for unpaid utilities 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 October 01, 2009 and ended on May 31, 2011. The monthly rent was \$1,200.00. The tenant was required to pay an additional \$50.00 every month towards a yard deposit, which would be returned if the yard was maintained and snow was removed. Prior to moving in, the tenant paid a security deposit of \$600.00.

The landlord testified that the tenant owed \$227.00 for utilities and after some discussion the tenant agreed to pay this amount. The landlord also stated that the sheers and drapes were damaged and needed to be replaced. The tenant agreed that the sheers needed replacing but disputed the condition of the drapes as reported by the landlord. The tenant purchased sheers but the landlord returned the sheers to the tenant because they were not the correct size.

The landlord also stated that during the tenancy, the tenant had attached items to the wall. The tenant stated that she filled the holes and sanded them and a coat of paint was the only item required to complete the job. The landlord has made a claim for the cost of paint.

The tenant agreed that there was some cleaning that was not completed. The landlord has claimed the cost of cleaning supplies.

The landlord is claiming the following:

1.	City Utility bills	\$227.00
2.	Sheers	\$235.00
3.	Drapes	\$224.00
4.	Curtain Rod	\$134.00
5.	Basement drapes	\$112.00
6.	Venetian blinds	\$23.00
7.	Replace smoke detector	\$24.00
8.	Bathroom shower rod	\$15.00
9.	Paint	\$42.54
10.	Cleaning supplies and battery	\$22.57
	Total	\$1,059.11

Analysis

City utility bills - \$227.00

The parties discussed the bill and at the end of the discussion, the tenant agreed to pay \$227.00 towards this bill.

Sheers - \$235.00

The tenant agreed that the sheers needed to be replaced. Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the sheers. As per this policy, the useful life of window coverings is ten years. The landlord stated that the sheers were approximately four years old. Therefore by the end of the tenancy, the sheers had approximately six years of useful life left. The landlord paid \$235.00 to have the sheers replaced. Accordingly, I find that the landlord is entitled to **\$141.00** which is the approximate prorated value of the remainder of the useful life of the sheers.

Drapes - \$224.00

The landlord stated that the drapes were replaced but did not provide any evidence to support the cost that she had incurred to replace them. The tenant stated that the condition of the drapes did not warrant replacement. The landlord filed photographs of the drapes. Damage to the drapes was not apparent in the photograph.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim.

When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The landlord did not file any evidence to support the quantum of her claim and therefore her claim for \$224.00 is dismissed.

Curtain rod - \$134.00

Again the testimony of both parties is contradictory. The landlord stated that the rod was broken while the tenant stated that it was in good working condition. The landlord admitted that she had not replaced the rod and therefore had not yet incurred the expense. Accordingly, the landlord's claim for \$134.00 is dismissed.

Basement drapes - \$112.00

Both parties offered contradictory testimony regarding the condition of these drapes. The landlord has not replaced these drapes and therefore is not entitled to her claim of \$112.00.

Venetian Blinds – 23.00

The tenant agreed to cover the cost of the blinds. Therefore the landlord is entitled to her claim of **\$23.00**.

Replace smoke detector - \$24.00

The tenant agreed to cover the cost of replacing the smoke detector. Therefore the landlord is entitled to her claim of **\$24.00**.

Shower rod - \$15.00

The tenant stated that the tub did not have a shower rod at the start of tenancy. The tenant bought a rod with her shower curtain and took it at the end of the tenancy. In the absence of evidence to support the landlord's claim, it is dismissed.

Paint - \$42.54

The landlord filed evidence by way of photographs of the condition of the walls after the tenant had filled the holes and sanded the walls. The tenant agreed that the wall required a coat of paint. I find that the landlord is entitled to her claim of **\$42.54**.

Cleaning supplies and battery - \$22.57

The tenant agreed that some cleaning was left undone at the end of the tenancy. The landlord filed a receipt for the cost of supplies. Therefore I find that the landlord is entitled to her claim of **\$22.57**.

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

1.	City Utility bills	\$227.00
2.	Sheers	\$141.00
3.	Drapes	\$0.00
4.	Curtain Rod	\$0.00
5.	Basement drapes	\$0.00
6.	Venetian blinds	\$23.00
7.	Replace smoke detector	\$24.00
8.	Bathroom shower rod	\$0.00
9.	Paint	\$42.54
10.	Cleaning supplies and battery	\$22.57
	Total	\$480.11

Overall the landlord has established a claim of \$480.11. Since the landlord has proven a portion of her claim, I find that she is entitled to the recovery fee of \$50.00 for a total claim of 530.11. I find that the tenant is entitled to the return of the security deposit (\$600.00) plus accrued interest (\$0.00) with a deduction of \$530.11 towards the landlord's claim.

Conclusion

I hereby order that the landlord return \$69.89 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: September 23, 2011.

Residential Tenancy Branch