



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, FF.*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairing holes in the walls, to replace the dryer, replace a light fixture, to steam clean the carpets and for the filing fee. The landlord applied to retain the security deposit in full satisfaction of her claim. The tenant applied for the return of double the security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover the cost of repairs? Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2009. The monthly rent was \$900.00 due on the first of the month. Prior to moving in, the tenant paid a security deposit of \$450.00 and a pet deposit of \$450.00. The house was newly renovated just prior to the start of the tenancy. During the tenancy the rental unit sold and the deposits were transferred to the new landlord. The tenancy ended on June 26, 2011.

Both parties offered contradictory testimony regarding the final handover of the rental unit at the end of tenancy. The tenant stated that he moved out on June 24, 2011 and returned to the unit on June 25 for a final clean up and removal of a few belongings. The tenant stated that sometime between 8:00 to 10:00pm, he met the landlord outside the rental unit and told her that he would finish up and leave the keys inside the unit.

The landlord stated that she had set a time with the tenant for 1:00pm on June 26, to do a final inspection and the tenant did not show up. At 3:00pm, she called the tenant and was informed that the key and a forwarding address were left for her, inside the unit. The landlord stated that the tenant had hammered several large nails into the walls and left them there at the end of the tenancy.

The landlord filed photographs of this damage. She also filed an estimate of the cost to have it fixed in the amount of \$900.00. The landlord stated she had received a verbal estimate for \$800.00. The tenant stated that he had the permission of the previous landlord to hang pictures. The tenant agreed that he had put the nails in the walls and had not removed or repaired the walls when he moved out.

The landlord stated that the laundry appliances were not levelled and it resulted in the appliances banging against each other while in use. The landlord is claiming \$699.00 to replace the dryer which she stated had several marks from banging the washer. The landlord filed photographs of the dryer. The tenant stated that the scuff marks on the dryer were due to normal wear and tear.

The landlord is also claiming \$40.00 to replace a light fixture and \$60.00 to steam the carpets as the odour of pet urine was still present after the tenants cleaned the carpets. The tenant stated that the light fixture had become brittle and broke.

The landlord is claiming the following:

1.	Repair to the walls	\$800.00
2.	Replace dryer	\$699.00
3.	Replace light fixture	\$40.00
4.	Steam clean carpet	\$60.00
	Total	<b>\$1,599.00</b>

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony and the documentary evidence of both parties, I find that the landlord applied for dispute resolution within 15 days of receiving the tenant's forwarding address and is therefore not liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The landlord filed photographs of the damage to the walls and an estimate for the cost of repairs. 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 painting. As per this policy, the useful life of interior painting is four years.

The landlord had renovated the rental unit in 2009 and therefore by the end of the tenancy, the painting had two years of useful life left.

Accordingly, I find that the landlord is entitled to \$400.00 which is the prorated value of the remainder of the useful life of the painting.

The landlord has not proven her claim for \$699.00 to replace the dryer or for \$40.00 to replace the light fixture. The photographs do not show visible damage to the appliance and the landlord has not yet replaced the appliance or the light fixture.

I find that the landlord has proven her claim for \$60.00 to clean the carpets. The landlord stated that she treated the carpets with commercial alcohol to rid the unit of the odour of pet urine. The tenant had a large dog and a cat and therefore on a balance of probabilities it is more likely than not, that there was a pet odour left behind.

The landlord has established the following claim:

1.	Repair to the walls	\$400.00
2.	Replace dryer	\$0.00
3.	Replace light fixture	\$0.00
4.	Steam clean carpet	\$60.00
	Total	<b>\$460.00</b>

The landlord has proven a portion of her claim and therefore is entitled to the recovery of the filing fee of \$50.00. The tenant has not proven his claim and his application was unnecessary as the landlord had filed her application within the legislated time period of 15 days. Accordingly, the tenant must bear the cost of filing his application.

The landlord is currently holding \$900.00 for the security and pet deposits. Overall the landlord has established a claim for \$460.00 plus \$50.00 for the filing fee. I order that the landlord retain this amount from the security deposits (\$900.00) and interest (\$0.00) in full satisfaction of the claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$390.00. 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: October 03, 2011.

---

Residential Tenancy Branch