



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC 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. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's evidence and she did not raise any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on March 1, 2004 and ended on June 30, 2010. The landlord and tenant carried out a pre-move out inspection on June 28, 2010 and the tenant signed the pre-move out inspection report. The tenant did not participate in a move-out inspection with the landlord. On July 5, 2010 the tenant signed a letter authorizing the landlord to dispose of all possessions she left behind and acknowledging that she would be responsible for any disposal costs incurred.

Landlord's Claim

The tenant left possessions behind after vacating the rental unit which the landlord had to remove. The unit also required repairs, painting and carpet cleaning. The landlord has claimed the following amounts:

- 1) \$393.20 for hauling items left behind – the tenant gave the landlord written authorization to dispose of these items, at the tenant's cost. The landlord has

provided photographs depicting some of the items left behind, including furniture. The landlord also provided a receipt for hauling.

- 2) \$102.57 for door replacement – the landlord provided an invoice for this item.
- 3) \$29.23 to replace fridge racks – the landlord provided an invoice for this item. The landlord did not provide evidence of the age of the fridge.
- 4) \$458.30 for carpet cleaning – the landlord provided an invoice for carpet cleaning. The landlord stated that the amount for cleaning is based on the size of the rental unit, a 3-bedroom, 2-storey townhouse.
- 5) \$459.13 for second coat of paint – the landlord has claimed one third of the total painting costs, on the basis that the paint was new when the tenant moved in, and when the tenant moved out there were gouge marks in the walls, marks into the drywall, and the paint had peeled off in several places.

Tenant's Response

The tenant signed the pre-move out inspection, but did not write it. Some of the landlord's evidence was not legible. The fridge was old and damaged at the beginning of the tenancy, and there were no rails in the doors. The landlord replaced the rails but they did not fit properly so they broke again. The rental unit was painted at the beginning of the tenancy, but it was poorly done, and the paint began peeling during the tenancy. The tenant brought the issue of the peeling paint to the landlord's attention, and the landlord had approved repainting, but did not do it. The charge for the carpet cleaning is quite high. The landlord's photographs do not properly reflect the condition of the whole rental unit, only portions of it.

Analysis

The tenant's signature on the pre-move out inspection is of little to no value, as the tenant would have had the opportunity to do further cleaning and repairs before the final move-out inspection.

Upon consideration of the remaining evidence, I find as follows.

- 1) \$393.20 for hauling items left behind – I accept the landlord's evidence on this point. The photographs clearly show that several items were left behind, and the tenant gave the landlord written authorization to dispose of these items, at the tenant's cost.
- 2) \$102.57 for door replacement – I find that the landlord did not provide sufficient evidence of the damage to the door or the need for replacement. The landlord is therefore not entitled to this amount.

- 3) \$29.23 to replace fridge racks – the landlord is not entitled to this amount. The landlord did not provide evidence of the age of the fridge or its condition at the outset of the tenancy.
- 4) \$458.30 for carpet cleaning – I find that the landlord is not entitled to this amount. The tenants felt that the cost for carpet cleaning was quite high, and the landlord did not provide evidence that the amount charged was reasonable.
- 5) \$459.13 for second coat of paint – I find the landlord is entitled to this amount, as the landlord's photographs clearly show deep gouges in the walls that would have required repairs and a second coat of paint.

As the landlord's claim was partially successful, they are entitled to partial recovery of their filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$877.33. The remainder of the landlord's application is dismissed. I grant the landlord an order under section 67 for the balance due of \$877.33. 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: April 10, 2012.

Residential Tenancy Branch