



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised 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 August 8, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$490. On August 12, 2010 the landlord and an agent for the tenant carried out a move-in inspection and signed the move-in inspection report. The tenancy ended on January 31, 2012. The tenants gave the landlord their written forwarding address on January 30, 2012.

### *Landlord's Evidence*

The tenant did not steam clean the carpets at the end of the tenancy. The landlord has claimed \$120 for carpet cleaning.

The tenant did damage to the walls and floors of the rental unit. The landlord submitted photographs depicting the damage to the walls and floors. The vinyl in the kitchen was relatively new, about one and a half years old, and the landlord needed to replace the entire kitchen vinyl. The landlord has claimed \$600 for repairs to the floor and walls.

I note that while the landlord's photographs show clear damage to more than one wall of the rental unit, they do not clearly depict the size and extent of the damage to the vinyl. It is difficult to determine from the photos whether there was more than minor, minimal damage done to the vinyl flooring. The landlord submitted two invoices, one for carpet cleaning and one for repairs. The cost for paint touch-up and wall repair totalled \$56, including applicable tax.

### *Tenant's Response*

The landlord carried out the move-out inspection one day before the tenancy ended. The landlord did not give the tenant an opportunity to do repairs.

The tenancy agreement does not indicate that the tenant must steam clean the carpets at the end of the tenancy. The tenant's son has a serious sinus allergy, so the tenant steam-cleaned the carpets weekly.

The wall scratch is just a touch-up, and the tenants could have done it for an insignificant cost. In regard to the floor scratch repairs, the tenant checked at Rona and found vinyl that cost between \$40 and \$80. The tenant's position was that the scratched floor was normal wear and tear.

### Analysis

Upon consideration of the evidence, I find as follows.

The landlord is entitled to the cost for carpet cleaning, in the amount of \$120. Under the Residential Tenancy Policy Guidelines, tenants are generally responsible for carpet cleaning in a tenancy of more than one year.

I find that the landlord's evidence clearly showed damage to some walls, and I find that the landlord's claim of \$56 for repairing and painting the walls to be reasonable. The landlord is entitled to \$56 for damage to the walls.

The landlord has failed to provide sufficient evidence to demonstrate that it was necessary to replace the vinyl flooring. I therefore dismiss this portion of the landlord's claim.

Under the Act, the move-out inspection must be carried out on or after the date that the tenant ceases to occupy the rental unit. When a landlord does not comply with the Act in regard to the move-in and move-out inspections, the landlord's claim against the security deposit for damage to the property is extinguished. Because the landlord in this case carried out the move-out inspection before the tenant had moved out, and did not

allow the tenant the opportunity to carry out repairs, he lost his right to claim the security deposit for damage to the property.

The landlord was therefore required to return the security deposit to the tenant within 15 days of the later of the two of the tenancy ending and having received the tenant's forwarding address in writing. The tenant provided her written forwarding address on January 30, 2012 and the tenancy ended on January 31, 2012, but the landlord did not return the security deposit within 15 days of that date.

Because the landlord's right to claim against the security deposit for damage to the property was extinguished, and he failed to return the tenant's security deposit within 15 days of the end of the tenancy, section 38 of the Act requires that the landlord pay the tenant double the amount of the deposit.

As the landlord's claim was only partially successful, I find they are not entitled to recovery of his filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$176. The landlord must pay the tenant double the amount of the deposit, in the amount of \$980.

I grant the tenant an order under section 67 for the balance due of \$804. 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: May 2, 2012.

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Residential Tenancy Branch