



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$12,137.93, a request to retain the full security deposit/pet deposit towards the claim, and request for recovery of the \$100.00 filing fee

### Background and Evidence

The applicant's agent testified that:

- When the tenants vacated they left a large amount of garbage behind that had to be removed to the dump.
- When the tenants vacated there was a closet door missing which had to be replaced.

- This was a non-smoking tenancy, however the tenant smoked in the rental unit and as a result there was extensive smoke staining on the walls and ceiling. There were also numerous marks and gouges in the walls, and crayon, and therefore the rental unit had to be completely repainted.
- They were unable to get in touch with the tenants to get the keys back at the end of the tenancy and as a result they had break into the rental unit and then change the doorknobs.
- The furnace and furnace ducts also needed to be cleaned due to an extensive amount of pet hair, and a cat urine smell in the furnace ducts.
- The carpets were also badly stained and needed to be replaced, and in fact the tenant had previously agreed in writing that he would be replacing the downstairs carpet and the stairway carpet however the tenant failed to do so.

The applicants are therefore requesting an order as follows:

Garbage dump fees	\$52.20
Missing closet door replacement	\$100.74
House painting	\$8,800.00
Equipment costs (paint and painting tools)	\$837.50
Door knob replacement	\$83.97
Furnace cleaning	\$367.36
Carpet replacement (stairs and downstairs)	\$1896.16
Filing fee	\$100.00
Total	\$12,237.93

The respondent's testified that:

- They do not dispute the claim for garbage removal.
- They took the closet door off however it was left behind in the shed and could easily be have been put back on, at no cost.
- The rental unit was in need of painting before they moved in, and no painting was done during their tenancy. They did at times smoke in the rental unit however

they mostly smoke outdoors and there was not a build up of nicotine on the walls and ceiling.

- The landlord would not meet them to get the keys at the end of the tenancy even though they were fully willing to turn them over. There is no reason why the landlords could not contact them as they were always available by phone.
- The furnace and ducts were not clean when they moved in, and their cats did not pee in the furnace ducts.
- The carpets were at least 10 years old as they were original carpets, and were in very poor condition when they moved in. He did agree to replace the carpets however he only agreed to do so to avoid being evicted.

### Analysis

#### Garbage dump fees

The tenants are not disputing this charge and therefore I allow this portion of the claim.

Amount allowed for dump fees-- \$52.20

#### Missing closet door

I also allow the landlords claim for the missing closet door. The tenants admit that they removed the door, and therefore they should have replaced it the end of the tenancy.

Tenants claim that it was left in the shed; however the landlord did not find a door in the shed.

Amount allowed for missing closet door--\$100.74

#### House painting

I will only allow a portion of the landlords claim for house painting. Landlords must expect to have to paint a rental unit approximately every three years, and since this

rental unit had not been painted during the four year tenancy, the landlords could reasonably expect to have to paint the unit when the tenants vacate.

This unit however was a non-smoking unit in which the tenant smoked, and therefore it's likely the unit took some extra painting that would not normally be expected. Further the photo evidence clearly shows that the walls were damaged beyond normal wear and tear during the tenancy.

I will therefore allow 25% of the cost of painting the rental unit.

Amount allowed for painting labour --\$2200.00

Amount allowed for painting materials--\$209.37

#### Door knob replacement

I also allow the landlords claim for door knob replacement, because it is the tenants responsibility to ensure that the keys are returned to the landlords at the end the tenancy and in this case they failed to do so.

Amount allowed for door not replacement-- \$83.97

#### Furnace and duct cleaning

I will also allow 50% of the cost of the furnace and duct cleaning. The landlord has provided no evidence to show that the furnace and ducts were cleaned prior to the tenants moving in and therefore I will not allow the full amount, however when tenants have pets in a rental unit it is reasonable that they should have the furnace and ducts cleaned when they vacate to remove any pet hair from the furnace and ducts.

Amount allowed for furnace and duct cleaning--\$183.68

#### Carpet replacement

I deny the claim for carpet replacement, because these carpets were likely at least 10 years old, and since carpets are considered to have a useful life of 10 years, these carpets are considered completely depreciated and of no value. I realize the tenant agreed to replace the carpets in the downstairs and the stairwell; however that agreement does not state that they would be replaced with new carpets, and therefore it's reasonable to expect that the tenants would only be required to replace them with carpets of equivalent age. The landlords have however decided to replace the carpets with new carpets and therefore it is my decision that they must bear the cost.

Amount allowed for carpet replacement--\$0.00

#### Filing fee

I also order recovery of 50% of the filing fee--\$50.00

Therefore the total amount of the landlord's claim that I have allowed is as follows:

Garbage dump fees	\$52.20
Missing closet door	\$100.74
25% of House painting	\$2200.00
25% of painting materials	\$209.37
Door knob replacement	\$83.97
50% of furnace and duct cleaning	\$183.68
Filing fee	\$50.00
Total	\$2879.96

#### Conclusion

I have allowed \$2879.96 of the landlords claim and I therefore order that the landlord may retain the full security/pet deposit of \$1500.00 and have issued a monetary order in the amount of \$1379.96.

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: August 27, 2012.

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Residential Tenancy Branch