



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning and repair expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") on August 2, 2012 by registered mail to a forwarding address provided by him over the telephone. According to the Canada Post online tracking system, the Tenant received this mail on August 22, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Is the Landlord entitled to cleaning and repair expenses and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

The Landlord said the rental unit was initially rented to a friend of the Tenant's commencing June 1, 2011. The Tenant moved into the rental unit in September 2011 and his friend subsequently vacated the rental unit. The tenancy ended on or about June 30, 2012. Rent was \$800.00 per month plus \$100.00 for utilities. The Tenant paid a security deposit of \$400.00. The Landlord said she completed a move in condition inspection report at the beginning of the Tenant's co-tenant's tenancy (ie. in June 2011) however she did not complete one at the end of the Tenant's tenancy but instead took photographs.

The Landlord said the rental unit was reasonably clean and undamaged at the beginning of the tenancy and in particular, the carpets had been cleaned and the paint on the walls was only a year old. At the end of the tenancy, the Landlord said she had to dispose of a number of furnishings abandoned by the Tenant (including a bed frame, mattress, dresser and couch) as well as garbage. The Landlord claimed that as a result of the Tenant smoking in the rental unit, the walls were covered with a yellow

residue at the end of the tenancy and had to be washed off before the walls could be painted. The Landlord said it took her approximately 2 days to remove articles abandoned by the Tenant from cupboards and to clean the entire rental unit. The Landlord said the Tenant did not clean the carpets at the end of the tenancy and they were stained and soiled.

The Landlord said she gave the Tenant permission to paint a bedroom during the tenancy however he used a dark red colour and did not complete the painting. Consequently, the Landlord said she had to repaint this bedroom as well as other walls in the rental unit that were either scratched by the Tenant's dog or had large (fist sized) holes that were patched roughly (but not sanded or re-painted) by the Tenant.

The Landlord sought compensation for removing dog feces from the yard of the rental property and for raking, re-seeding and fertilizing a section of the yard the Tenant used for parking without the Landlord's authorization. The Landlord said she repeatedly told the Tenant not to park in the yard and tried to block off the area with a wooden beam, however the Tenant continued to drive over that section of the yard with the result that the lawn was damaged.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines reasonable wear and tear as "*natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.*"

The condition inspection report completed in June 2011 with the Tenant's co-tenant shows that the rental unit was clean and had few damages at that time. Based on that evidence and in the absence of any evidence from the Tenant to the contrary, I find on a balance of probabilities that the rental unit was reasonably clean with only a few minor damages when the Tenant took possession of it in September 2011. Based on the Landlord's photographs she said she took at the end of the tenancy and in the absence of any evidence from the Tenant to the contrary, I find on a balance of probabilities that the rental unit was left unclean and had new damages at the end of the tenancy and that the damages were not the result of reasonable wear and tear. Consequently, I find that the Landlord is entitled to recover the following reasonable compensation for cleaning and repairs:

• Carpet cleaning:	\$84.00
• Garbage & furniture removal:	\$75.00
• General cleaning (including washing walls):	\$175.00
• Wall repairs:	\$200.00
• <u>Yard clean up and re-seeding:</u>	<u>\$150.00</u>
Subtotal:	\$684.00

I also find that the Landlord is entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$50.00 filing fee she paid for this proceeding. Consequently, I find that the Landlord is entitled to a total monetary award of \$734.00. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$400.00 in partial payment of the monetary award. The Landlord will receive a Monetary Order for the balance owing of \$334.00.

Conclusion

A Monetary order in the amount of **\$334.00** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 30, 2012.

Residential Tenancy Branch