



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. An agent for the landlord, two witnesses for the landlord the tenant, an advocate for the tenant and a witness for the tenant participated in the conference call hearing.

At the outset of the hearing, the tenant confirmed that she had received the other landlord's application and 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

Undisputed Facts

The tenancy began on April 1, 2011. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$537.50. On April 1, 2011 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. On August 22, 2012, the tenant emailed the landlord to provide her forwarding address and to authorize the landlord to deduct the cost for carpet cleaning from her security deposit.

In the hearing, the tenant stated that she did not dispute the landlord's claim for \$132.16 for carpet cleaning; \$76.16 for an outstanding plumbing charge; \$25 for an NSF fee; and \$201.60 for repair to the bathtub. The total for these undisputed items is \$434.92.

Landlord's Evidence

When the landlord inspected the unit on August 30, 2012, it was very dirty and damaged. The landlord made notes of the condition of the unit on the condition inspection report, and took photographs of some portions of the dirty or damaged rental unit. The landlord hired a cleaning company to carry out nine hours of cleaning in the unit, for a total bill of \$270. The hardwood floors were in good condition with minimal scuffs at the outset of the tenancy, as indicated on the condition inspection report. At the end of the tenancy, the hardwood floors were badly scuffed and there was paint splattered on the floor. The landlord had the hardwood floors repairs for \$504. The living room walls were scuffed and had to be painted, at a cost of \$224.

I note that the photographs submitted by the landlord are mostly extreme close-ups of dirt, hair, paint splatters and scratched hardwood flooring. The landlord did not provide the age of the paint or the flooring.

Tenant's Response

The tenant hired cleaners recommended by the strata building manager to do four hours of cleaning at \$40 per hour. The tenant did not view the unit after her cleaner cleaned the unit, but she feels the landlord's claim of \$270 for nine hours of cleaning is excessive. The tenant's witness stated that the hardwood floors were all quite scratched at the beginning of the tenancy. The tenant also stated that she covered the floors with carpets and used felt pads on the furniture. The tenant acknowledged that there were some new scratches on the floor at the end of the tenancy, but those were just wear and tear. The paint splatters were acrylic and could have been removed by washing.

Analysis

I find that the landlord did not provide sufficient evidence to support their claims for the cost of cleaning, painting or repairing the hardwood floors. The landlord did not provide details of the items cleaned, and their photographs were not particularly helpful. The landlord did not provide the age of the paint or the hardwood floors so that depreciation could be calculated. I therefore dismiss the portions of the landlord's claim regarding cleaning, hardwood floor repairs and painting.

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

Conclusion

The landlord is entitled to \$434.92 for the amount of the landlord's claim that the tenant acknowledged. I order that the landlord retain the this amount from the security deposit in full satisfaction of their claim and I grant the tenant an order under section 67 for the balance of the security deposit, in the amount of \$102.58. 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: November 23, 2012.

Residential Tenancy Branch