



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
And [Tenant's name suppressed to protect privacy]

DECISION

Dispute Codes: *MND, MNR, MNSD, MNDC, FF*

Introduction.

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid utilities, for the cost of cleaning and painting, and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid utilities, for the cost of cleaning and painting, and for the recovery of the filing fee?

Background and Evidence

The tenancy started on October 08, 2008 and ended in October 2012, when the tenant was hospitalized. The monthly rent at the end of the tenancy was \$960.00 payable on the first of each month and did not include utilities.

At the start of the hearing, the landlord stated that the quantum of her monetary claim was reduced as at the time of her application, the work was in progress and she did not have the exact amounts. In addition, the tenant had paid all outstanding utilities.

The tenant testified that she did not participate in a move out inspection for health reasons. The tenant's spouse did so and made all the arrangements for the tenant's belongings to be moved out and for the cleaning of the rental unit. The tenant stated that the unit was left mostly in a clean condition and agreed to the cost of some cleaning.

The landlord stated that the tenant smoked inside the rental unit thereby causing smoke damage to the drapes and the walls. The landlord attempted to clean the drapes without success. The drapes had to be replaced.

The landlord stated that the tenant did not return a set of keys. The tenant argued that all the keys were returned. The tenant also stated that the lock to rental unit was faulty and she had requested help from maintenance staff to enter her unit, on more than one occasion.

On one occasion, while attempting to force open the lock, the fire alarm was set off and the fire department attended. The landlord stated that she did not have records of requests from the tenant for lock maintenance.

The landlord is claiming the following:

1.	Carpet cleaning	\$100.80
2.	Cleaning of drapes	\$61.60
3.	Replacement of drapes	\$346.72
4.	General cleaning	\$114.00
5.	Cleaning of kitchen	\$102.00
6.	Painting	\$438.89
7.	Removal of mattresses	\$200.00
8.	Locks	\$33.60
9.	4 Light bulbs	\$22.40
10.	Filing fee	\$50.00
	Total	\$1,470.01

Analysis

Based on the testimony of both parties, I find that tenant had had her spouse move her belongings out of the rental unit and clean the unit. The tenant agreed that some cleaning may have been missed and therefore I find that the landlord has established a claim for carpet cleaning, cleaning of drapes, general cleaning and cleaning of the kitchen.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the drapes and the painting.

As per this policy, the useful life of drapes is ten years. The landlord stated that the drapes were purchased in 2006 and therefore at the end of the tenancy were six years old and had four years of useful life left. The total cost of replacement is \$788.48 as per the receipt filed into evidence by the landlord. Based on the above, I find that the approximate prorated value of the balance of the useful life of the drapes at the end of the tenancy was \$315.39. Accordingly, I award the landlord this amount.

I will also base the landlord's entitlement for the cost of painting on section 40 of the *Residential Tenancy Policy Guideline*. As per this policy, the useful life of interior painting is four years. The landlord stated that the unit was painted in 2006 and therefore at the end of the tenancy, the interior painting had outlived its useful life of four years. Accordingly, the landlord's claim for \$438.89 for painting is dismissed.

The tenant agreed that her spouse had placed four mattresses by the dumpster. She stated that it was an accepted practice for tenants to leave their unwanted belongings by the dumpster and there were no signs that said that mattresses were not permitted.

The landlord stated that the manager informed the tenant's spouse to remove the mattresses, but the tenant argued that neither she nor her spouses were notified.

The landlord initially claimed \$448.00 for the removal but stated that she had amended her claim to \$200.00 after she spoke with a junk removal company. The landlord has not provided a receipt to support the quantum of her claim for the disposal of the mattresses and therefore I find that I must dismiss this claim.

The landlord is claiming \$33.60 to change the locks. Section 25 of the *Residential Tenancy Act* states as follows:

Rekeying locks for new tenants

25 (1) At the request of a tenant at the start of a new tenancy, the landlord must

(a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and

(b) pay all costs associated with the changes under paragraph (a).

(2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

Based on the testimony of the tenant, I find on a balance of probabilities that the lock was faulty and would need to be replaced for the new tenant. Therefore I find that the landlord must bear the cost of doing so.

The move out inspection report indicates that there were four light bulbs that required replacement. Therefore I find that the landlord has established a claim for the cost of doing so. Since the landlord's claim has merit, I award her the recovery of the filing fee.

The landlord has established the following claim:

1.	Carpet cleaning	\$100.80
2.	Cleaning of drapes	\$61.60
3.	Replacement of drapes	\$315.39
4.	General cleaning	\$114.00
5.	Cleaning of kitchen	\$102.00
6.	Painting	\$0.00
7.	Removal of mattresses	\$0.00
8.	Locks	\$0.00
9.	4 Light bulbs	\$22.40
10.	Filing fee	\$50.00
	Total	\$766.19

I order that the landlord retain the security deposit of \$470.00 plus accrued interest of \$1.64 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$294.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$294.55**.

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: February 15, 2013