



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security & pet damage deposit(s) / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on April 2, 2010. Monthly rent of \$835.00 was due and payable in advance on the first day of each month. A security deposit of \$417.50 and a pet damage deposit of \$417.50 were both collected. A move-in condition inspection report was completed with the participation of both parties. The property management company representing the landlord changed several months after the start of the tenancy.

By letter dated August 31, 2012, the tenant gave notice to end the tenancy effective September 30, 2012.

The parties agreed to complete a move-out condition inspection on September 28, 2012. However, when the landlord's agent attended the unit, the tenant's possessions had not yet been completely removed. Accordingly, the parties rescheduled the move-out condition inspection to occur at 11:30 a.m. on October 1, 2012. The agent representing the landlord at the hearing testified that she herself was not the agent representing the landlord for the move-out condition inspection on October 1, 2012; rather, it was her colleague "LR." The landlord's agent testified at the hearing that "LR" informed her that the tenant was not present at the unit at 11:30 a.m. However, the tenant testified that she was indeed at the unit from 9:30 a.m. until about 12:30 p.m. on

October 1, 2012, and during that time the landlord's agent "LR" did not appear. The tenant acknowledged that she did not leave the unit keys behind when she vacated the unit, and that her forwarding address was not provided until November 20, 2012 by way of letter to the landlord. The landlord's application for dispute resolution was filed on November 21, 2012.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, the various aspects of the landlord's claim and my findings around each are set out below:

\$100.00: *labour for touch-up painting.* The landlord's agent testified that no materials are included in this cost, simply labour. Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear,...

I find there is insufficient evidence of a need for touch-up painting which is beyond what might be required following the "reasonable wear and tear" of a tenancy spanning approximately 2 ½ years. Accordingly, this aspect of claim is hereby dismissed.

\$15.00: *window repair / replace.* The tenant denied any knowledge of a broken window in the unit, and the landlord's agent agreed that the alleged damage was not clearly indicated on the move-out condition inspection report. In the result, the landlord's agent withdrew this aspect of the claim.

\$175.00: *unit cleaning.* The tenant testified that while she completed some of the cleaning required in the unit before she vacated, additional cleaning was still required. In view of the conflicting testimony around whether or not the landlord's agent "LR" was present at 11:30 a.m. on October 1, 2012 to participate in the move-out condition inspection, and in the absence of testimony from "LR" at the hearing, I find that the landlord has established entitlement limited to **\$87.50**, or half the amount claimed.

\$45.00: *re-keying locks.* Section 37 of the Act, as above, provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

As the tenant acknowledged that the keys were not ever returned to the landlord, I find that the landlord has established entitlement to the full amount claimed.

\$175.00: repairs / maintenance. For reasons closely similar to those set out above under “unit cleaning,” I find that the landlord has established entitlement limited to **\$87.50**, which is half the amount claimed.

\$280.00: steam cleaning of carpets. The tenant had a pet(s) and acknowledged that she did not undertake to clean the carpets at the end of tenancy. Residential Tenancy Policy Guideline # 1 speaks to “Landlord & Tenant – Responsibility for Residential Premises,” and under the heading CARPETS, provides in part as follows:

- 3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.
- 4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

Following from all the above but, in the absence of a receipt in support of the cost claimed, I find that the landlord has established entitlement limited to **\$200.00**.

\$175.00: repairs / maintenance. The landlord’s agent acknowledged that this aspect of the claim appears to have been duplicated in the application. Accordingly, the landlord’s agent withdrew this aspect of the claim.

\$50.00: filing fee. As the landlord has achieved a measure of success with the claim, I find the landlord has established entitlement to recovery of the full filing fee.

Sub-total: **\$470.00**

I order that the landlord retain **\$470.00** from the combined security / pet damage deposit(s) of \$835.00 (\$417.50 + \$417.50), and I order the landlord to repay the balance to the tenant in the amount of **\$365.00** (\$835.00 - \$470.00).

Conclusion

I hereby order that the landlord retain **\$470.00** from the tenant's security / pet damage deposit(s).

I order that the landlord repay to the tenant the balance of the security / pet damage deposit(s) of **\$365.00**, and I hereby issue a **monetary order** in favour of the tenant to that effect.

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 12, 2013

Residential Tenancy Branch

