



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC*

### **Introduction.**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, painting, and carpet replacement. 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.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning, painting, and carpet replacement?

### **Background and Evidence**

The tenancy started on March 01, 2009 and ended on October 31, 2012. The monthly rent was \$2,300.00 payable on the first of each month. The rental unit was brand new at the start of the tenancy.

The landlord stated that he had concerns about the maintenance of the rental unit during the tenancy and informed the tenant of his concerns. As soon as the tenant gave notice to end the tenancy, the landlord arranged for an inspection. He notified the tenant of damage to the walls and stains on the carpet. The tenant stated that she repaired the damage and painted the walls after the repair work was done. The tenant also stated that she hired a professional carpet cleaner to shampoo the carpet.

The landlord stated that the painting was poorly done and provided photographs that show that the paint used for the walls showed up in areas on the baseboard and ceiling. The landlord stated that he had to re paint the entire unit.

The landlord also filed photographs of the carpet which show several stains and ink spots. The tenant agreed that there were some spots caused by bleach but stated that she had hired a professional cleaner to have the carpet shampooed. The tenant denied the presence of ink or other stains on the carpet. The tenant also filed photographs to show that the carpet was clean.

The landlord stated that he had to replace the carpet and he did so with hardwood. He filed a quotation regarding the cost of replacing the carpet with similar carpet. The landlord is claiming the amount of the quotation.

The landlord stated that the unit was not cleaned and that all the cabinets in the kitchen were covered with a film of oil. The landlord filed photographs that show a dirty dishwasher, stained granite and dusty insides of cabinets. The landlord is claiming the cost of cleaning.

The tenant argued that she had hired cleaners and the unit was left in a clean condition at the end of the tenancy. The landlord stated that the tenant who attended the hearing, had already moved out prior to October 2012 – the last month of tenancy and therefore was not in a position to comment on the condition of the unit at the end of tenancy. The tenant agreed that the last time she was at the unit was during the first week of October.

The landlord is claiming the following and has filed invoices/quotations to support his claim:

1.	Painting	\$1,232.00
2.	Carpet Replacement	\$3,716.30
3.	General cleaning	\$200.00
	Total	<b>\$5,148.30</b>

### **Analysis**

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 painting and the carpet.

As per this policy, the useful life of interior painting is four years. The landlord stated that the unit was brand new at the start of tenancy and therefore at the end of the tenancy, had five months of useful life left. The total cost of painting is \$1,232.00 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 paint at the end of the tenancy was \$128.33. Accordingly, I award the landlord this amount.

As per this policy, the useful life of flooring is ten years. The rental unit was brand new at the start of tenancy and therefore by the end of the tenancy, the flooring had six years and five months of useful life left. The landlord provided a quotation of \$3,716.30 to replace the carpet. Accordingly, I find that the landlord is entitled to \$2,384.62 which is the prorated value of the remainder of the useful life of the flooring.

Based on the sworn testimony of both parties and the documents filed into evidence by the landlord, I find that the tenant left the rental unit with some cleaning work to be done. Therefore, I find that the landlord is entitled to his claim of \$200.00 for cleaning.

The landlord has established the following claim:

1.	Painting	\$128.33
2.	Carpet Replacement	\$2,384.62
3.	General cleaning	\$200.00
	Total	<b>\$2,712.95</b>

I order that the landlord retain the security deposit of \$1,150.00 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 \$1,562.95. 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 **\$1,562.95**.

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: March 26, 2013

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Residential Tenancy Branch

