



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNR, MNSD, FF

Introduction,

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for cleaning, repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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 cleaning, repairs and for the filing fee?

Background and Evidence

The tenancy started on February 01, 2009 and ended on February 28, 2013. Prior to moving in the tenant paid a security deposit and pet deposit for a total of \$485.00.

The landlord filed a copy of the tenancy agreement and move in and out inspection reports. The landlord also filed copies of all receipts to support his claim and photographs that depict the condition of the unit at the end of the tenancy

The landlord is claiming the following:

1.	Blind cleaning	\$68.88
2.	Drywall repair	\$313.60
3.	Replace CO detectors	\$135.70
4.	Cleaning of unit and driveway	\$80.00
5.	Utilities	\$160.87
6.	Removal and disposal of carpet	\$70.63
7.	Filing fee	\$50.00
	Total	\$879.68

Analysis

1. Blind cleaning - \$68.88

The tenant agreed that she did not clean the blinds. She stated that the municipality had condemned the unit for various reasons. She explained that the blinds were covered with grease due to inadequate venting. The landlord filed a receipt for the cost incurred to clean the blinds. I find that regardless of the outcome of the inspection by the local authorities, it was the tenant's responsibility to clean the blinds at the end of tenancy. Therefore I find that the landlord is entitled to his claim.

2. Drywall repair - \$313.60

The tenant agreed that she had damaged the wall while attempting to install an armoire for increased storage. Therefore I find that the tenant must bear the cost of repair

3. Replace CO detectors - \$135.70

The tenant testified that after she removed the detectors off the wall and asked the landlord to replace the batteries, they went missing. The landlord argued that the detectors are not battery operated and are plugged into the wall. With regard to this claim, I prefer the testimony of the landlord and accordingly, I award him his claim.

4. Cleaning of unit and driveway - \$80.00

The landlord has filed photographs and a receipt to support this claim. The tenant agreed that she had left some of her belongings behind but stated that her relative cleared them out about two weeks after she moved out. Based on the documentary evidence, I find that the landlord incurred an expense to clean the unit and driveway and therefore I award the landlord his claim of \$80.00.

5. Utilities - \$160.87

The tenant agreed to cover the cost of utilities

6. Removal and disposal of carpet - \$70.63

The tenant stated that she hired a commercial company to clean the carpets. The landlord agreed. However, the landlord stated that despite the cleaning, the odour of pet urine was very strong because the urine had soaked right through to the underlay.

The landlord stated that the carpet was approximately five years old and that he only had the affected area replaced. The landlord was claiming the cost of removal and disposal of the carpet and not the replacement of the carpet. I find the landlord's claim to be reasonable and based on the receipts filed into evidence; I award him the cost of removal and disposal.

7. Filing fee - \$50.00

The landlord has proven his claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim for \$879.68. I order that the landlord retain the deposit of \$485.00 (accrued interest = \$0.00) 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 \$394.68. 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 **\$394.68**.

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: May 31, 2013

Residential Tenancy Branch

