



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Widsten Property Management Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on August 1, 2011 and ended on January 31, 2013. Rent of \$800.00 was payable monthly and at the outset of the tenancy the Landlord collected \$400.00 as a security deposit and \$400.00 as a pet deposit. The Parties mutually conducted a move-in inspection and the Tenant agrees that the Tenant gave the Landlord permission to conduct a move-out inspection without the Tenant. The Landlord returned the \$400.00 pet deposit to the Tenant.

The Landlord states that the Tenant failed to clean the unit and left paint marks on the bedroom flooring. The Landlord states that the Tenant was not given permission to paint the bedroom walls. The Landlord hired cleaners who fully cleaned the unit and removed most of the paint marks however the Landlord states that the paint marks near the wall could not be removed and in order to cover these marks without replacing the flooring, baseboards would be installed. The Landlord claims an estimated \$168.00 for the cost of the baseboard installation and supplies. The Landlord claims \$298.93 for the cost of cleaning the unit that includes an unknown amount of extra time to remove paint spots. This cleaning was billed at \$26.00 per hour for 10 hours work and the Landlord claims \$298.93 for this cost with taxes included. Although the Landlord provided photos of the unit, it is noted that these photos are faxed copies that do not provide any clarity.

The Tenant states that the bedroom unit was painted with the permission of the previous property manager, that no instructions were given to the Tenant on the painting and that the owner came by while the Tenant was painting. The Tenant denies that there was any paint on the floor of the bedroom and that further the paint, paid for by the previous property manager, was latex based and if there were any marks they should have been easily washed off. The Tenant states that the Landlord conducted numerous inspections during the tenancy and paint spots were never noted. The Tenant notes that the Landlord did not supply photos of this claimed damage and the Landlord states that the photos taken did not show the paint spots.

The Tenant states that she cleaned the unit except for washing the floors and one shelf in the fridge. The Tenant states that although the stovetop was cleaned the oven was not as the Tenant did not use the oven during the tenancy. The Tenant states that the oven was in the same condition as at move-in. The Tenant questions the Landlord's payment for cleaning the unit more than required. The Tenant states that it would only have taken an hour at most to wash the floors and the fridge shelf.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

As the move-out report and cleaning invoice notes paint marks on the floor, I accept the Landlord's evidence that there were paint marks on the floor at move-out. However, also accepting the Tenant's undisputed evidence that the bedroom wall was painted with the permission of the previous property manager, was viewed by the owner and that no issues were raised, and considering the Landlord's evidence that the photos did not show paint marks, I find that the paint marks left on the floor were more likely easily cleaned and minor in nature and not therefore to the extent claimed. As a result, I dismiss this claim.

Noting the move-out inspection report and the Tenant's evidence that some cleaning was not done in the unit, I find on a balance of probabilities that the Landlord has substantiated **\$298.93** for the cost of cleaning the unit. As the Landlord's application has met with success, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$348.93**. Deducting this amount from the **\$400.00** security deposit plus zero interest leaves **\$51.07** owed to the Tenant. I order the Landlord to return this amount to the Tenant forthwith.

Conclusion

I Order the Landlord to retain \$348.93 from the security deposit of \$400.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for the remaining amount of \$51.07. If necessary, 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: May 03, 2013

Residential Tenancy Branch