



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kinsmen Creekside Estates  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD and FF

### Introduction

This hearing was convened on an application made by the landlord on February 13, 2013 seeking a monetary award for cleaning costs and repair of damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

At the commencement of the hearing, the tenant stated that she had not received the landlord's substantial evidence package. However, the landlord provided a copy of the Canada Post tracking number and verification that the package had been mailed on April 26, 2013, that service had been attempted on April 30, 2013 and a notice card left showing where the package could be picked up.

The tenant later stated that she did not want to the landlord to know her residence address, so had provided the address of another party which she could use a mailing address.

I found that the service requirements of section 89 of the *Act* had been satisfied and that service was deemed under section 90 of the *Act* to have been made on May 1, 2013.

Therefore the hearing proceeded.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for the claims submitted?

Claims in damages require that several factors be taken into account: whether damages are proven and attributable to the tenant, the comparison of move-in vs. move-out condition inspection reports, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. The burden of proof falls to the applicant.

### Background, Evidence and Analysis

This tenancy began on September 1, 2009. Rent was \$569 per month and the landlord holds a security \$600 paid on August 1, 2009.

The landlord advised that the tenant had appeared at the scheduled move-out condition inspection but did not remain to participate in the completion of the report after she became annoyed and left early. The tenant stated that the landlord had excused her from the process. I find the landlord's account to be the more credible.

The landlord's evidence included the inspection reports, the rental agreement, many photographs and receipts among other documentation in support of her claims on which I find as follows:

**Painting – \$2,238.66.** The landlord stated that a complete repainting of the rental unit was required as the tenant had, without authorization, painted it in a dark color and had left numerous poorly patched holes in the walls. She said the unit had been painted shortly before the tenant moved in. I note that standard depreciation tables set the useful life of interior paint at four years and that some depreciation factor was in order. The landlord noted that the painter had separated the additional work required from the standard cost for painting a similar unit in the complex and had charged an additional \$470 for the extra work. I find that the landlord is entitled to recover for the extra work and allow the \$470 on the claim.

**Carpet cleaning - \$191.58.** This claim was supported by a paid invoice from a professional service provider and photographs showing substantial staining of the carpets. The tenant said she had had the carpets professionally cleaned at move-out. I find that the photographic evidence, taken after, clearly shows the need for cleaning and the claim is allowed in full.

**Replacement of blinds - \$371.49.** Photographic evidence clearly shows some blinds damaged and in need of replacement and the claim is supported by a receipt. The landlord said the tenancy predated her appointment and she was uncertain as to the age of the blinds, but that they would be no more than seven years old. I find this claim justified but reduce the award to \$180 to make allowance for some normal wear and tear and depreciation.

**General cleaning - \$500.** The landlord submitted staff invoices showing a total of 20 hours work at \$25 per hour for general cleaning of the rental unit. On the basis of the invoice and photographic evidence, this claim is allowed.

**General maintenance and repair - \$769.68.** This claim is substantiated by two detailed staff work sheets seeking \$450 and \$319.68 respectively for general repairs to the rental unit. I note that full charge is about double that claimed and that the work sheet has attributed a number of items to normal wear and tear, charging the tenant only for extraordinary damage. Photographic evidence supports the landlord's claim and it is allowed in full.

**Filing fee – \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security deposits – (\$600).** As authorized by section 72 of the *Act*, I hereby order that the landlord retain the tenant's security deposit in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Painting	\$ 470.00
Carpet cleaning	191.58
Replacement of blinds	180.00
General cleaning	500.00
General maintenance and repair	769.68
Filing fee	50.00
Sub total	\$2,161.26
Less retained security deposits (no interest due)	- 600.00
<b>TOTAL remaining owed to landlord</b>	<b>\$1,561.26</b>

Conclusion

In addition to authorization to retain the tenant's security deposit, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,561.26**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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 10, 2013

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Residential Tenancy Branch

