



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on February 18, 2013. Mail receipt numbers were provided by the landlord's agent at the hearing. The tenants are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent and witness appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord permitted to keep the security deposit?

Background and Evidence

The landlord's agent testifies that this tenancy started on June 01, 2007 for a fixed term which reverted to a month to month tenancy at the end of the fixed term. The tenancy ended on January 29, 2013. The tenants paid a security deposit of \$499.00 at the start of the tenancy.

The landlord's agent testifies that the tenants failed to clean the three bedroom unit leaving it in a dirty condition; particularly the kitchen, the bathroom, the bedrooms and the floors and windows. The unit had to be cleaned for eight hours and the landlord has charged \$15.00 per hour to a total sum of \$120.00.

The landlord's agent testifies that the tenants failed to remove a piano from the unit. The landlord found the piano to be infested with termites which had caused damage to the piano rendering it to have no value. The landlord had to pay to have the piano taken out of the unit and broken up to go into the garbage. The landlord seeks to recover the sum of \$120.00 for this work.

The landlord's agent testifies that the tenants left five blinds damaged in the unit. These were blinds in the living room and three bedrooms. The landlord seeks to recover the replacement costs for these blinds of \$553.84. The landlord's agent testifies that the blinds were at least six years old.

The landlords witness confirms that she did the move out inspection with the tenants and the unit was left in a dirty condition as indicated on the move out condition report.

The landlord's agent refers to the move out condition inspection report and states the tenants have agreed the landlord can keep the security deposit for the cleaning and damage. The landlord has provided receipts for the cleaning, the removal of the piano and the blinds in evidence along with copies of the tenancy agreement and the move in and move out condition inspection reports.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlord's agent and witness. With regard to the landlords claim for cleaning costs of \$120.00 I refer the tenants to s. 32(2) of the *Act* which states:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I am satisfied with the undisputed evidence before me that the tenants failed to leave the rental unit in a reasonable standard of cleanliness and I therefore award the landlord the sum of **\$120.00**.

With regard to the landlords claim for the removal of the piano of \$120.00; I find that at the end of the tenancy the tenants must remove all belongs from the rental unit. If any belongings remain in the unit a landlord may consider these to have been abandoned by the tenants and are entitled to deal with these in accordance with part five of the Residential Tenancy regulations. The regulations allow a landlord to dispose of any belongings which have a market value of less than \$500.00 or belongings which would be unsanitary or unsafe to store. As the landlord's agent has testified that the piano which was left in the unit had no market value due to termites then I find that its value was less than \$500.00 and due to the termites it would be unsanitary to store this piano for the required 60 days. Therefore I find in favor of the landlords claim for **\$120.00**.

With regard to the landlords claim for \$553.84 to replace five broken blinds; I refer the tenants to s. 32(3) of the *Act* which states:

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I find the landlord is entitled to recover an amount towards the broken blinds. However I must limit the landlords claim to take account of depreciation of the blinds. The useful life table under the Residential Tenancy Policy Guidelines #40, states that venetian blinds

have a useful life of 10 years. Therefore I must deduct 60 percent from the landlords claim to take account of the age of the blinds and the fact that they were six years old. The landlord is therefore entitled to recover the sum of **\$221.53**.

The landlords agent testifies that the tenant have agreed in writing on the move out report that the landlord may make a deduction from the security deposit. However no amount has been filled in on this section so I must determine the amount the landlord is entitled to retain. I therefore conclude that the landlord may retain the security deposit of \$499.00 plus accrued interest of \$11.94 as follows:

Cleaning costs	\$120.00
Removal of piano	\$120.00
Damage to blinds	\$221.53
Filing fee	\$50.00
Less security deposit and accrued interest	(-\$501.94)
Total amount due to the landlord	\$9.59

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$9.59. The order must be served on the respondents and is enforceable through the Provincial Court 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 13, 2013

Residential Tenancy Branch

