



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Easyrent Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the landlord to retain a portion of the security deposit in compensation of a monetary claim. An agent for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. I was satisfied that both parties had sufficient time prior to the hearing to review the other party's evidence, and on that basis I admitted the documentary evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The tenancy began on February 1, 2011. At the beginning of the tenancy, the tenant paid the landlord a security deposit of \$700. On January 26, 2011 the landlord and the tenant participated in a joint move-in inspection and completed a condition inspection report. The tenancy ended on February 28, 2013. An agent for the tenant and the landlord carried out the move-out inspection on that date. The agent for the tenant provided the tenant's forwarding address in writing on the condition inspection report. The tenant's agent did not agree with the damages alleged by the landlord. The landlord filed their application to retain \$251.24 of the security deposit on March 14, 2013.

Landlord's Evidence

The landlord claimed for the following:

- 1) \$112 for the pro-rated amount for painting the entry door and some walls of the unit – the landlord stated that the entry door was damaged, and they needed to purchase blue paint to match the colour of the door; and some of the walls of the unit were badly scuffed. The unit was previously painted on December 3, 2013. The landlord stated that it was not difficult to carry out painting of the interior walls because they usually have that type of paint, but the exterior door was difficult and time-consuming to match. The landlord submitted photographs and an invoice to support this claim;
- 2) \$100.80 for carpet cleaning – the tenant did not have the carpets professionally cleaned before vacating. The cost was slightly higher than the amount the landlord had originally quoted because it was a last-minute job; and
- 3) \$25 for additional cleaning behind the fridge and stove – the landlord provided photographs and an invoice to support this portion of their claim.

The landlord stated that they were trying to resolve the situation with the tenant without going to arbitration, but when it was clear they were not going to be able to do so, they sent the tenant a cheque for the balance of the security deposit, in the amount of \$412.20. The landlord's records show that the cheque has not been cleared.

Tenant's Response

The tenant stated that she takes full responsibility for the entry door, which was damaged during her move-out. However, the tenant disagreed with the landlord's claim for painting the interior walls, as the tenant believed that the scuff marks were normal wear and tear. The tenant acknowledged that she did not have the carpets cleaned, but there is nothing in her tenancy agreement requiring her to professionally clean the carpets. The tenant also disputed the higher amount for carpet cleaning than what the landlord originally quoted. The tenant stated that it was unreasonable for the landlord to expect the tenant to clean under the fridge because she had no way of moving it.

In regard to the security deposit, the tenant stated that she did not receive any cheque from the landlord for the balance of the security deposit.

Analysis

I find that the landlord is entitled to compensation for painting the entry door, as the tenant acknowledged responsibility for that damage. I am not satisfied, based on the

landlord's evidence, that the scuff marks on the interior walls were greater damage than normal wear and tear. The landlord did not specify in their claim what portion of the painting costs were for the entry door and which for the interior walls; however, I accept the landlord's evidence that the majority of the claim for painting involved matching and repainting the blue exterior door. I therefore grant the landlord 75 percent of their painting claim, in the amount of \$84, for repainting the entry door, and I dismiss the portion of their claim regarding painting of interior walls.

Under Residential Policy Guideline #1, tenants are usually expected to have carpets professionally cleaned at the end of any tenancy more than one year in length. I find that the landlord's claim for \$100.80 rather than \$78.40 for last-minute carpet cleaning to be reasonable, and I grant this portion of the landlord's claim.

In regard to cleaning behind the fridge and stove, Residential Policy Guideline #1 indicates that if the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it. In this case I find that the landlord's claim for cleaning behind the fridge and stove are not reasonable, and I dismiss that portion of the landlord's application.

As the landlord's claim was only partially successful, I find they are entitled to partial recovery of the filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$187.40, which they may retain from the security deposit. I therefore deduct \$187.40 from the security deposit of \$700 and grant the tenant an order under section 67 for the balance due of \$512.60. 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: June 11, 2013

Residential Tenancy Branch