



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD

Introduction

This hearing dealt with the landlord's application for an order to retain the security deposit in full compensation of her monetary claim. The landlord and both tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's application and evidence. The tenants did not submit documentary or other evidence. The landlord and the tenants gave oral testimony in the hearing. 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 monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2005. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$350, and the landlord and the tenants did a move-in inspection. The tenancy ended on February 28, 2013.

In the hearing, the tenants acknowledged the landlord's claims for \$84 for carpet cleaning and \$45 for cleaning blinds. They also acknowledged that a drain was clogged. They disputed the remainder of the landlord's claim.

The landlord stated that when the tenants moved out, the rental unit required extensive cleaning and repairs. The landlord stated that the unit required more than 20 hours of cleaning; there was damage to the kitchen lino and the bottom drawer of the bathroom vanity, both of which were approximately 10 years old; there was a broken window

latch; and several other items were dirty, mouldy or required repairs. The landlord questioned why the tenants would not have asked to have something fixed if it needed to be fixed during the tenancy. The landlord stated that they had to spend over \$4,000 to return the unit to a reasonable condition; however, she limited her claim to \$350, the amount of the security deposit. The landlord included photographs in support of her application.

The tenants' response was that most of the damage the landlord claimed is wear and tear over an eight-year tenancy. The vanity drawer was pretty much broken when they moved in, and they informed the male landlord about the broken window latch at the time it broke, but he did not fix it. The tenants stated that they did a day's worth of cleaning before vacating, and they don't see how 20 hours of further cleaning was possible.

Analysis

I find that the landlord is entitled to \$84 for carpet cleaning and \$45 for cleaning blinds, as acknowledged by the tenants. I also accept the landlord's evidence that the unit required some repairs. The tenants had a responsibility to report any items that required repair during the tenancy, and they did not indicate in the hearing that they had reported the broken vanity drawer. I therefore find that the landlord is entitled to compensation for the broken drawer, which I will address below. The tenants also acknowledged the clogged drain, but the landlord did not indicate the amount for dealing with the drain. I therefore find it is reasonable to grant the landlord \$50 for unclogging the drain.

The landlord stated that the linoleum and the bathroom vanity were approximately ten years old. She did not indicate the age of other items that required repairs. When claiming for replacement of an item, the landlord must take into account depreciation. Residential Tenancy Policy Guideline #40 sets out the average useful life of items, and I have referred to that guideline in determining the depreciation of the linoleum and vanity. I find that as the linoleum was approximately 10 years old, it had depreciated to no value. The average age of a vanity is 25 years, and I therefore find that the landlord is entitled to 40 percent of the \$90 claimed for the vanity drawer, in the amount of \$36.

I accept the landlord's evidence, based on her testimony and the photographs, that some cleaning of the unit was required and was the tenants' responsibility, including cleaning the window tracks, the fridge vent, the hood of the stove and fan, and the tops of cabinets. I find it reasonable to grant the landlord \$140 for seven hours of cleaning.

I am not satisfied that the landlord is entitled to further compensation for cleaning or repairs, as she did not provide the specific age of items, and with some items, such as mould damage, are difficult to determine whether the damage was a result of neglect or misuse by the tenants, or whether it was a structural issue that led to the mould.

Conclusion

The landlord is entitled to \$355. I order that the landlord retain the security deposit and interest, totalling \$362.41, in full compensation of her claim. I decline to issue a monetary order to the tenants for the minimal balance of \$7.41.

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 21, 2013

Residential Tenancy Branch

