



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord participated in the hearing and the tenant attended with her father, who acted as her advisor during the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is a strata title apartment in Kelowna. The tenancy began in mid-February, 2012, although the tenancy agreement recorded that the tenancy began on March 1, 2012 for a one year fixed term. The monthly rent was \$1,170.00, payable on the 15<sup>th</sup> of each month. The tenant paid a security deposit of \$585.00 on February 1, 2012. The tenant moved out in February, 2013.

The landlord has applied for a monetary award in the amount of \$5,147.85. He claimed that he incurred strata fines on account of the tenant's conduct. The landlord also claimed for the cost to repaint the rental unit and to replace the carpet.

The landlord said that the tenant moved into the unit with a room-mate and small dog. She did not pay the move-in charges levied by the strata corporation although the landlord requested payment. The landlord said the strata corporation charged a \$200.00 fine for noise violations by the tenant after several warnings.

The tenant parked in a visitor parking spot and her car was towed away. The tenant deducted the \$285.00 towing charge from her rent and the landlord has requested payment of that amount. The landlord claimed that the tenant did not pay move in and move out charges when she changed room-mates in mid tenancy.

The rent was due on the 15<sup>th</sup> of each month. On February 16, 2013 the tenant advised the landlord that she would not be paying rent for the final two weeks of the tenancy and he could keep the security deposit in lieu of rent. The tenant said that she had moved out early, but the landlord said that when he inspected the unit it was not fit for occupancy; it had not been cleaned; the carpet was stained with pet urine and needed to be professionally cleaned. The tenant damaged the walls; there was an inadequate drywall repair to fix damage caused by the tenant and the unit required professional painting. The tenant proposed that her father, who is a painter, could do the work, but the landlord was unwilling to have the tenant's father perform the work.

The landlord testified that the tenant left a large sofa in the rental unit and asked whether the new tenants would be prepared to purchase it. The landlord said that he later discovered that the sofa was urine soaked and unusable. Later he had to break it up and dispose of it.

The landlord said that despite her promises, the tenant never did have the carpets cleaned. He testified that he had a professional carpet cleaner make several attempts to clean the carpets and remove pet odours, but they could not be properly cleaned and had to be replaced.

The landlord claimed the following amounts:

• Towing deduction, July, 2012:	\$285.00
• Move in fee (Feb 2012)	\$50.00
• Move out, change of room-mate, June 2012:	\$50.00
• Move in, new room-mate June, 2012:	\$50.00
• Move out Feb 2013:	\$50.00
• Noise bylaw infraction:	\$200.00
• Carpet Cleaning:	\$161.28
• Painting and patching:	\$1,120.00
• Fobs (\$50 each)	\$100.00
• Front door trim:	\$22.50
• Bulbs & stove liners:	\$19.01
• Blinds:	\$90.00
• Cleaning (6 hours)	84.00
• Filing fees:	\$56.00
• Service delivery of dispute:	89.60
• Carpet:	\$1,999.27

- Carpet installation: \$700.00
- Total: \$5,147.35

The tenant said that the move in and move out fees were not explained to her and there is nothing in the tenancy agreement that obliges her to pay those charges. The tenant said the noise complaints related to times when the tenant and her room-mate were not present at the unit. She said she asked the landlord to supply information to support the claim but none was forthcoming.

The tenant blamed the tow charge on a failure to provide her with a new garage key after the locks were changed. She did not provide anything in writing whereby the landlord agreed to allow her to deduct the towing bill from her rent.

The tenant claimed that wall damage was repaired and she asked the landlord whether the tenant should repaint it. According to the tenant, the landlord told her to leave it until he could get quotes for the work. The landlord said he repair work was not well done.

The tenant said she was prevented from doing cleanup or carpet cleaning because when she arrived at the rental unit on February 25, 2013, the painters were present working in the unit. The landlord said that the painters told him that when the tenant came to the unit to drop off keys she did not appear to have any carpet cleaning equipment or cleaning supplies with her.

The tenant also complained that the landlord improperly served her at work with papers for the dispute resolution proceeding, contrary to the *Residential Tenancy Act*. She said this was embarrassing to her. The landlord said that he had the tenant served at work because she moved out without providing any forwarding address and he had no other means of serving her.

### Analysis

The tenancy agreement makes no mention of move in or move out fees and I was not provided with any other documents that would have put the tenant on notice that she was obliged to pay fees charged by the strata corporation. The tenant denied that she was the cause of a noise fine levied by the strata corporation and in the absence of some particulars to establish the particulars of the occurrence that led to the fine, I find this claim to be unsubstantiated. The landlord's claims for strata charges are all denied.

With respect to the towing deduction of \$285.00, the tenant was not entitled to deduct this amount from her rent. Her car was towed because it was parked in a visitor parking area after she had received a warning about parking there. The tenant failed to pay rent owed to the landlord and he is entitled to recover the sum of \$285.00 as unpaid rent.

I accept the landlord's testimony that the walls in the rental unit were damaged during the tenancy and required repainting. The landlord was not obliged to have the work done by the tenant's father and I find the landlord is entitled to recover painting and patching costs. The landlord's evidence is that part of the rental unit was freshly painted when the tenancy began. Painting is required periodically and the whole of the rental unit was not newly painted when the tenancy began. The tenant provided a statement from the former tenant who said the unit was in need of paint during her tenancy, I award the landlord only part of his painting claim; I award the sum of \$600.00 for painting and patching.

The landlord first attempted to clean the carpets, but later determined that they needed to be replaced. I find that the carpets were damaged and soiled by the tenant's dog and needed to be replaced. According to the evidence the carpets were not new and were only in fair condition when the tenancy began. The policy guideline with respect to the useful life of building elements states the life of carpet to be 10 years. The landlord did not provide evidence as to the age of the carpet. Based on the description of the carpet given by the parties and as described by a former tenant in a provided statement, I find that the carpets were nearing the end of their useful life. I find that the landlord is entitled to recover 20% of the cost of carpet replacement; I award the landlord the sum of \$399.85 for carpet and \$140.00 on account of installation costs.

The landlord is entitled to recover the carpet cleaning charge of \$161.28 because it was prudent to attempt clean the carpets before determining that they must be replaced. I award the amounts claimed for the front door trim, blinds and bulbs and stove liners. The landlord claimed the sum of \$90.00 for cleaning; the tenant maintained that the rental unit was properly cleaned and provided several statements attesting to the cleanliness of the unit. The landlord's photographic evidence is of little assistance in determining the cleanliness of the unit at the end of the tenancy. Based on comments in the condition report, I find it likely that some cleaning was required and I award the sum of \$45.00 for cleaning. The landlord is entitled to recover the cost of replacing fobs. He is not entitled to be reimbursed for a charge for serving documents because that is not a recoverable cost. The tenant asked to leave the sofa in the rental unit and the new tenants were to pay for it, although she said she could have easily moved it. That evidence was contradicted by the landlord, who said it was not easily moved and would have to be taken out over the balcony. The landlord's new tenants refused the

sofa on account of its condition and the landlord had to pay to have it removed. I accept the landlord's evidence concerning the sofa and I award him the sum of \$84.00 as the cost to dismantle and dispose of the sofa.

### Conclusion

I have awarded the landlord the following amounts:

- \$285.000 - unpaid rent
- \$600.00 - painting and patching
- \$539.85 - carpet and installation
- \$161.28 - carpet cleaning
- \$100.00 - Fobs
- \$22.50 - front door trim
- \$19.01 - bulbs and stove liners
- \$20.69 – blinds
- \$45.00 – cleaning
- \$84.00 sofa removal

Total: \$1,877.33

Based on the outcome of this application I award the landlord \$50.00 of the 100.00 filing fee for a total award of \$1,927.33. The tenant's security deposit was applied to rent and I grant the landlord a monetary order for full amount of the award of \$1,927.33. This order may be registered 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: July 5, 2013

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Residential Tenancy Branch