



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This was a hearing with respect to applications by the tenant and the landlord. The tenant applied for the return of her security deposit. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary award.

Issue(s) to be Decided

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

Is the tenant entitled to the return of her security deposit, or some portion of it?

Background and Evidence

The rental unit is a three bedroom basement suite in the landlord's house in Abbotsford. The tenancy began on December 15, 2012. Monthly rent was \$900.00. The tenant paid a \$500.00 security deposit before the tenancy commenced. The landlord did not prepare a condition inspection report at the beginning of the tenancy. She said that there had been a flood in the rental unit and the tenancy was newly renovated before the tenancy started.

The tenant gave notice and moved out of the rental unit at the end of May, 2013. The landlord said that she attempted to conduct a walk-through of the rental unit with the tenant on May 31st, but the tenant left before it could be completed.

The landlord claimed that the tenant damaged the rental unit and did not clean it properly at the end of the tenancy. She said that a ceiling light was broken and there was drywall and paint damage. The carpets were not cleaned, closet doors had to be reinstalled and cleaning had to be performed. The landlord claimed the following amounts:

• Ceiling Light – Repair	\$102.71
• Ceiling Light – Replacement	\$75.03
• Painter – Labour	\$300.00
• Paint – Paint & Supplies & Closet Hardware	\$387.87
• Screen and Window Handle	\$64.96
• Carpet Cleaning	\$160.00
• Closet Repair	\$100.00
• Cleaning Home, Outside, Cabinetry, Blinds, Windows, Screens, Walls, Closets, Doors, Appliances and Storage Areas (10 Hours of Labour)	\$560.00
Total	\$1,650.54

The landlord also claimed amounts for mailing costs, and preparing evidence, including the cost of photographs as well as the filing fee for the application.

In her application for dispute resolution the tenant requested the return of her \$500.00 security deposit. She also said in her application that she disagreed with the landlord's claims for carpet cleaning and painting. She said she only lived in the suite for five months and caused no damage beyond regular wear and tear and left the rental unit spotless; therefore she should receive back her full security deposit.

The landlord testified that the tenant broke a ceiling lamp. She claimed \$75.00 for a replacement ceiling light and \$102.21 for the installation of the ceiling light. The invoice she submitted for the installation charge was a form of work order for "RE & RE basement light" and it included labour for the supply and installation of a digital auto timer, a switch and a switch plate.

The landlord claimed that the tenant extensively damaged the walls and claimed \$687.00 for painting including supplies. The landlord claimed \$100.00 for closet repair and \$560.00 for cleaning. She said she claimed for 10 hours cleaning that she performed at a rate of \$56.00 per hour that was quoted to her by a cleaning company.

The tenant acknowledged in text messages to the landlord that she was responsible for a broken ceiling lamp and for some holes in a wall made to mount her television. Apart from those items, the tenant did not acknowledge responsibility for any other amounts claimed by the landlord. She said that the closet doors were used to screen the alcove where the washer and dryer were located and they were not properly installed at the

beginning of the tenancy. There was a problem with the hardware and the tenant's boyfriend removed them and they were stored in the rental unit; this was done with the knowledge and consent of the landlord. The tenant said that she took part in a walkthrough with the landlord at the end of the tenancy. She denied leaving precipitously. She said that she disagreed with the landlord at the walkthrough when the landlord said that she intended to return only \$50.00 from her \$500.00 security deposit. The tenant said that she should not be responsible for carpet cleaning because the tenancy lasted for only five months. She said that she did not soil the carpets and there were pre-existing stains when the tenancy began.

Analysis

The landlord bears the burden of establishing that she is entitled to a monetary award for the cost of repairs and cleaning. It is up to the landlord to prove, on a balance of probabilities, that the tenant caused damage that exceeded reasonable wear and tear or failed to return the property in an acceptable state of cleanliness. The landlord submitted that a move-in condition inspection report was unnecessary because the rental unit had been renovated shortly before the tenancy started, however condition inspection reports are required to be completed at the start of every tenancy. The tenant acknowledged that the rental unit was generally in good condition when the tenancy began, but she did say it was not in perfect shape. She said there were some carpet stains and problems with the closet doors. The tenant did not acknowledge any issue with screens or with window handles and she said that, apart from some holes for mounting a television and a broken light fixture, any other defects, such as minor holes for hanging pictures and the like amounted to reasonable wear and tear.

I find that the landlord has not provided convincing evidence to show that the tenant caused damage that would justify a claim for repainting the rental unit at cost of some \$687.00. I accept the tenant's testimony that the closet doors covering the laundry alcove were not working properly during the tenancy and they were taken down for that reason. I find that the tenant is not responsible for the cost to repair the closet doors. I find that the landlord has not proved on a balance of probabilities that the tenant is responsible for the claimed damage to screen and window handles and this claim is denied.

I award the landlord \$75.00 for the ceiling light fixture. I do not allow the claimed installation charge because it covered other work and the task of installing the light fixture was a relatively trivial matter that would not require the services of an electrician at an hourly rate of \$85.00.

Tenants are generally responsible for carpet cleaning at the end of a tenancy of one year's duration. This was a tenancy that lasted for more than five months; I find that it is appropriate to allow the claim for carpet cleaning in the amount of \$80.00, or half the amount claimed. I allow the sum of \$50.00 for patching and painting that was necessary because of the tenant mounting her television. The landlord did not provide a condition inspection report and I do not allow the landlord's claims for cleaning in any amount because I find that the landlord has not established that this cleaning was necessary due to the condition of the rental unit at the end of the tenancy. The total award to the landlord is the sum of \$205.00. The landlord is entitled to recover the \$50.00 filing fee for her application for a total award of \$255.00. Other costs such as mailing charges and the cost for photographs are not recoverable.

Conclusion

I order that the landlord retain the sum of \$255.00 from the \$500.00 security deposit that she holds and I grant the tenant a monetary award for the balance of her deposit in the amount of \$245.00. I do not award the tenant a filing fee because she did not provide evidence to establish that she provided the landlord with her forwarding address in writing before she filed her application for dispute resolution. 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: August 29, 2013

Residential Tenancy Branch

