



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This is an application for a monetary order in the amount of \$1076.70, a request for recovery of the \$50.00 filing fee, and a request to retain the remaining security/pet deposit towards the claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim of \$1076.00, and recovery of the \$50.00 filing fee?

Background and Evidence

The applicant testified that:

- This tenancy began on July 1, 2011 with the monthly rent of \$1300.00 due on the first of each month.
- The tenancy ended on May 31st 2013 and a move-out inspection was done on the same date although the tenant refused to sign it and left before it was completed.

- At the end of the tenancy there were damages left in the rental unit as follows:
 - There were large holes in one of the walls of the rental unit that needed to be patched and painted.
 - The screen in the master bedroom was torn by the tenants cat and had to be replaced.
 - All the blinds in the rental unit were left dirty and required cleaning, and one of the blinds had missing parts and had to be repaired.
 - The carpets required cleaning.
 - There are outstanding utilities.
 - The toilet paper holder was missing the part that holds the toilet roll.

He is therefore requesting a monetary order as follows:

Patch holes and paint the wall	\$150.00
Repair bedroom screen	\$60.00
Clean and repair window blinds	\$371.70
Carpet cleaning	\$185.40
April 2013 utility Bill	\$154.90
May 2013 utility Bill	\$150.00
Toilet roll holder	\$4.00
Filing fee	\$50.00
Total	\$1126.00

The tenant paid a combined security/pet deposit of \$1300.00, however he has already returned \$224.00 of the deposit. He is therefore requesting that he be allowed to keep the remaining \$1076.00 of the deposit, and that the tenant be ordered to pay the \$50.00 filing fee.

The tenant testified that she does not dispute the following portions of the claim:

Repair bedroom screen	\$60.00
Carpet cleaning	\$185.40
April 2013 utilities	\$154.90
May 2013 utilities	\$150.00
Toilet roll holder	\$4.00
Total	\$554.30

The tenant further testified that:

- She does not dispute that her son made holes in the wall of the rental unit that needed to be repaired, however the landlord had told her that this would only cost her \$75.00, and therefore she disputes the claim for \$150.00.

- She also disputes the claim for cleaning of the blinds, as during the move-out inspection the landlord said nothing whatsoever about the blinds needing cleaning.
- She does not dispute that one blind was damaged, and is willing to pay for the repair of that blind but not for the cost of cleaning.
- She did walk out on the move-out inspection and refuse to sign it because she believed that the landlord's wife was being far too picky.
- Although she is not disputing the cost of carpet cleaning, the landlord had originally told her the cost would be \$125.00.
- The tenant does agree that the landlord has already returned \$224.00 of her security/pet deposit.

In response to the tenant's testimony the landlord testified that:

- When he told the tenant that it would cost \$75.00 to patch the walls in the rental unit, he was talking about patching only, and not the cost of painting as well. The total cost of patching and painting was \$150.00.
- The cost of cleaning the carpets was more than \$125.00 due to the fact that the tenant had two cats in the rental unit and the carpet cleaning company stated that they had to remove excessive cat hair and numerous pet stains as well as disinfect the carpets due to the pet urine.
- You can see from the photos and the invoice from the cleaning company that the blinds in the rental unit were left in need of significant cleaning and this would've been pointed out to the tenant had she not walked out on the move-out inspection.

Analysis

As stated above the tenant is not disputing the following portions of the claim and therefore they have been allowed:

Repair bedroom screen	\$60.00
Carpet cleaning	\$185.40
April 2013 utilities	\$154.90
May 2013 utilities	\$150.00
Toilet roll holder	\$4.00
Total	\$554.30

It's my finding that I will also allow the full amount claimed for patching and repairing the holes in the walls of the rental unit. These were fairly significant size holes and I find the

charge of \$150.00 to be a reasonable charge for patching, sanding and repainting these areas.

I also allow the claim for blind cleaning and repairs as it is my finding that the landlord has shown that the blinds in the rental unit were left in need of cleaning and repairs.

The tenant claims that she cleaned the blinds in the rental unit; however the photo evidence clearly shows that she did not, and I accept the landlords claim that cleaning of the blinds was required.

Conclusion

I have allowed the landlords full claim of \$1076.00, and recovery of the \$50.00 filing fee. I therefore order that the landlord may retain the remaining \$1076.00 of the security/pet deposit, and I've issued a monetary order in the amount of \$50.00 for recovery of the filing fee.

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: September 23, 2013

Residential Tenancy Branch

