



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Schiffer Properties Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence filed by the Landlord, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on April 1, 2012 on a fixed term tenancy ending on March 31, 2013 then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Tenancy ended on August 4, 2013. The monthly rent was \$1,350.00 payable on the 1st of each month and a security deposit of \$675.00 was paid on March 15, 2012. The Landlord states that the Tenant did not participate in a condition inspection report at the end of the tenancy and did not provide a forwarding address in writing until September 1, 2013.

The Landlord seeks a monetary claim of \$2,396.00. This consists of \$1,250.00 in unpaid rent for July 2013 for a returned NSF rent cheque, \$25.00 for a NSF charge and \$1,121.00 in combined damage and cleaning costs. The Landlord states that the damages claimed of \$1,021.00 consists of \$128.52 for blind cleaning, \$88.00 and

\$30.00 for blind repairs, \$75.00 for wall damage (the wall preparation for new painting because of holes, drawings and multiple scuffing on walls), \$150.00 for general cleaning for 6 hours at \$25.00 (\$20.00 per hour for labour and \$5.00 per hour for cleaning supplies), \$129.00 for vinyl flooring replacement and \$238.00 for carpet replacement because of stained carpets and cut vinyl. The Landlord also seeks \$30.00 for the replacement of a new light/fan switch (photograph #21) and \$80.00 for a new fridge handle. The Tenant confirms that cleaning was required as per the Landlord's submitted photographs, but disputes the amount claimed by the Landlord. The Landlord relies on a partial listing of receipts/invoices for repairs and the photographic evidence submitted. The Landlord has submitted a copy of a partially completed condition inspection report which shows the condition of the rental unit between the move-in and the move-out. The Tenant has confirmed in her direct testimony that rent was owing for July 2013 of \$1,350.00 and that she authorized a cleaning expense for carpet cleaning and drapery cleaning. The Tenant disputes the Landlord's duration of time spent cleaning.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The Landlord's documentary and photographic evidence are sufficient evidence in conjunction with the Tenant's own direct testimony that the rental unit was not returned in a suitable condition that required cleaning and repairs. Although the Landlord has not provided complete records of receipts/invoices for all of the repair/work that was performed, I find that the costs claimed are reasonable based upon the items being compensated for. I find based upon the evidence provided that the Landlord has established a monetary claim of \$1,350.00 for unpaid rent, \$25.00 for a NSF charge and \$868.52.00 for drapery cleaning, carpet cleaning, general cleaning, flooring (carpet and vinyl) replacement, wall repair/preparation for new paint and a broken light/fan switch for a total of \$2,213.52. Although the Landlord has established a claim for a broken fridge handle (\$80.00), she has failed to satisfy me of the amount claimed as there were no invoices/receipts for replacement of this item for its cost. The Landlord has not provided sufficient details of the remaining \$102.48. The Landlord has established a total monetary claim of \$2,213.52. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$675.00 security deposit in partial satisfaction of the claim and I grant a monetary order for \$1,588.52 for the remaining balance due.

Conclusion

The Landlord is granted a monetary order for \$1,588.52.

The Landlord may retain the \$675.00 security deposit.

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: December 27, 2013

Residential Tenancy Branch

