



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 hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

The landlord requested an amendment to her application to include a claim for carpet replacement. The tenant stated that she was prepared to respond to this claim, and I therefore allowed the amendment.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. The landlord stated that she could not access the tenant's video evidence, and I therefore excluded that evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in late July 2011. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350. The tenancy ended on February 28, 2014.

Landlord's Evidence

The landlord stated that the rental unit was less than a year old at the beginning of the tenancy. The landlord stated that at the outset of the tenancy she and the tenant did a walk-through and completed and signed a condition inspection report. The landlord submitted a copy of the move-in condition inspection report.

The landlord stated that prior to the end of the tenancy she attempted to arrange a move-out inspection with the tenant, but the tenant refused to do a move out inspection with the landlord. The landlord stated that on February 28, 2014 the tenant said she did a move-out inspection with a "government official" she had hired, and the landlord was not allowed to come into the unit for the move-out inspection. The landlord stated that after the tenant vacated the rental unit was filthy and damaged extensively.

The landlord has claimed the following compensation:

- 1) \$45 for hauling truckload of junk and garbage – the landlord submitted photographs to show that the tenant left some items behind, as well as a receipt for this work;
- 2) \$32.55 for cleaning supplies – the landlord submitted receipts for these items;
- 3) \$450 for 15 hours of cleaning, at \$30 per hour – the landlord stated that she hired the new tenant to help her clean the unit, and the landlord is a professional cleaner who charges \$30 per hour. The landlord submitted photographs of several items and areas that required cleaning, as well as a receipt that shows she paid the new tenant \$225 for 7.5 hours of cleaning;
- 4) \$92.87 for stove top inserts – the landlord submitted photographs of the damaged stove top and a receipt for the replacement inserts;
- 5) \$105 for carpet cleaning – the landlord submitted the invoice for this amount; and
- 6) \$1256.85 for the estimated cost to replace carpeting – the landlord submitted several photographs and gave testimony regarding the condition of the carpets. The landlord also submitted a quote for the estimated cost of replacing 12 by 25 feet of carpet and underlay.

Tenant's Response

The tenant stated that at no time did she do a move-in inspection with the landlord, and she has never received a condition inspection report.

The tenant acknowledged that when she vacated the rental unit she did not clean the stove and oven, and two ring burners needed to be replaced. She also acknowledged that there were a couple of holes in the carpet.

The tenant disputed the remainder of the landlord's claim. The tenant stated that there were no rips or tears in the carpet, and she cleaned the windows and bathroom. The tenant stated that she steam cleaned the carpets and then gave the landlord the receipt for the equipment she rented. The tenant stated that she put notes on the recycling that she left behind, and some of the items left behind were not hers. The tenant submitted that the rest of the alleged damage was just wear and tear. The tenant submitted a copy of the move-out inspection she did on February 25, 2014 with a person she identified as an employee at BC Housing. In that document the person indicated that the condition of the unit was "good."

Analysis

I have considered the evidence and weighed it on a balance of probabilities, and I make the following findings.

I accept the landlord's evidence that she did do a move-in inspection with the tenant, and the tenant signed the move-in condition inspection report.

I find that the inspection report completed by the BC Housing employee is of no probative value. The Act requires that the tenant and the landlord, or their agents, together complete an inspection and the condition inspection report.

In regard to the specific amounts claimed by the landlord, I find as follows:

- 1) \$45 for hauling truckload of junk and garbage – I accept the landlord's evidence that the tenant left items behind, including a bathroom cabinet that the tenant was to have removed, and the landlord incurred this cost to haul it away.
- 2) \$32.55 for cleaning supplies – I accept the landlord's evidence that the unit required cleaning and repairs, and I therefore grant the landlord this portion of her claim.
- 3) \$450 for 15 hours of cleaning, at \$30 per hour – the photographs show that several areas of the rental unit required cleaning. However, the landlord submitted no evidence that the new tenant was a professional cleaner who should have been compensated at a rate of \$30 per hour. Further, the landlord did not show that she could not have had the work done for less than her own professional cleaning rate. I therefore grant the landlord half of this portion of her claim, in the amount of \$225.
- 4) \$92.87 for stove top inserts – I accept the landlord's evidence that the stove top inserts were damaged, and I grant the landlord this portion of her claim.

- 5) \$105 for carpet cleaning – I find that the landlord is entitled to this amount. The tenant did not have the carpets professionally cleaned at the end of the tenancy, as is generally required after a tenancy of more than one year.
- 6) \$1256.85 for the estimated cost to replace carpeting – I find that the landlord is not entitled to this amount. I find that the landlord's photographs of the carpet in question do not provide conclusive evidence of the alleged damage. Further, the landlord did not provide evidence to indicate that the quote provided was for carpet of similar value or that it was necessary to replace the inlay. The landlord did not take into account depreciation of the value of the carpet.

As the landlord's application was mostly successful, she is entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$550.42. I order that the landlord retain the security deposit of \$350 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$200.42. This order may be filed 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 9, 2014

Residential Tenancy Branch

