



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langara Gardens Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

There are applications filed by both parties. The landlord seeks a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee. The tenant has made an application for a monetary order for the return 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, I am satisfied that both parties have been properly served.

The hearing was adjourned due to technical difficulties with the tenant's cellphone and that the tenant required the assistance of an English translator. Both parties were advised that no new evidence was to be submitted.

On August 7, 2014 the hearing was reconvened with both parties in attendance providing testimony.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?
Is the tenant entitled to a monetary order?

Background and Evidence

This tenancy began on September 1, 2007 on a fixed term tenancy ending on August 31, 2008 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated July 30, 2007. The tenancy ended on

January 31, 2014. The monthly rent was \$1,250.00 and a security deposit of \$625.00 was paid on July 30, 2007.

The landlord seeks a monetary claim of \$1,305.88 which consists of \$150.00 for carpet cleaning, \$350.00 for general cleaning, \$495.68 for carpet repairs, \$270.00 for bathroom cupboard replacement and \$40.00 for replacement of the kitchen cupboard door. The landlord relies on the submitted self-made invoices for the repair and replacement costs, photographs of the rental unit at the end of the tenancy and copies of the completed condition inspection reports for the move-in and an incomplete condition inspection report for the move-out. The landlord seeks permission to retain the security deposit and any accrued interest and the key deposit to offset any monetary claims granted.

The tenant seeks a monetary claim of \$708.41 for the return of the \$625.00 security deposit, a \$70.00 key deposit and \$13.41 in accrued interest for the security deposit. The tenant also states that he is willing to concede \$170.00 for carpet cleaning, general cleaning and the replacement cost of a kitchen cupboard door.

The landlord states that the tenants vacated the rental unit on January 31, 2014 where it was discovered that the tenant left the unit dirty and damaged. The landlord states that the carpet cleaning was contracted out to Pro Carpet Care for \$150.00, but has not provided a copy of any invoices for charges incurred. The landlord has submitted an invoice made by the landlord for \$350.00 for 10 hours of cleaning at \$35.00 per hour. The landlord has submitted an invoice for \$495.68 for the replacement of carpet that could not be cleaned due to mold. The invoice states that a quote was received from a contractor and that 30% of the cost is being sought for the carpet area by the patio door as opposed to the cost for the entire rental. The landlord has submitted copies of the condition completed condition inspection report for the move-in and the incomplete condition inspection report for the move-out. The landlord has also submitted copies of photographs showing the state of the rental unit. The tenant conceded that the rental unit needed carpet cleaning and general cleaning, but disputes the amounts sought by the landlord. The tenant also disputes the carpet replacement stating that the damage was caused due to natural usage and possibly the high moisture caused condensation over time. The tenant refers to a copy of an addendum dated August 7, 2007 with a list of costs associated to cleaning and other items which was signed by the tenant. This list states that suite cleaning is \$15.00 per hour and that a carpet cleaning for a one bedroom requires \$55.00 per hour. The landlord has also submitted a copy of a revised list of costs associated to cleaning dated January 30, 2014 signed by the landlord. It states that suite cleaning is \$35.00 per hour and carpet cleaning is \$150.00. It is noted on this documents that, "all keys returned". The landlord relies on self-made invoices

for costs being claimed. The tenant disputes the landlords claims stating that only \$55.00 should be charged for carpet cleaning and \$75.00 for general cleaning at \$15.00 an hour for 5 hours. The tenant states that he did not agree with the landlord's condition inspection report for the move-out and refused to sign it. The landlord states that the report for the move-out was completed with the tenant, who refused to sign it even though it was noted that the tenant did not agree with the report. The report shows that the tenant did not provide a forwarding address in writing to the landlord until February 13, 2014.

Analysis

I accept the evidence provided by both parties and find that on a balance of probabilities I prefer the evidence of the landlord over that of that tenant. The landlord has established a claim that the tenant vacated the rental unit leaving it dirty that required cleaning, carpet cleaning and that there was damage to property (kitchen cupboard door and bathroom cupboard. The tenant confirmed in his direct testimony that the rental was left dirty and the carpet was left dirty requiring cleaning as per the photographs. The tenant disputes all of the costs being claimed by the landlord and that the mold on the carpet was caused by natural usage and that there was moisture damage caused over time. The landlord disputes this stating that moisture would not penetrate the partical board and bloat the wood for general usage a shown by the photos. The landlord states that the tenant has a duty of care to maintain the rental in a reasonable manner. The landlord has provided a copy of the completed condition inspection report for the move-in and the disputed incomplete condition inspection report for the move-out in support of his claim. The landlord also relies on photographs taken of the rental unit at the end of the tenancy which were not disputed by the tenant. I find that the photographs show an accurate reflection of the state of the rental unit at the end of the tenancy.

The tenant has conceded the landlord's claims for \$40.00 for the cost of replacing the kitchen cupboard door.

However the landlord's monetary claim is based upon self-made invoices with no supporting evidence to show what the costs were, even though the landlord stated that outside contractors were engaged to perform the work. The invoices submitted only provide minimal details and in only one case the name of the carpet cleaning contractor retained. Although the landlord has failed to provide any supporting evidence for the cost of the claims, I find on a balance of probabilities that the cost of carpet cleaning of \$150.00 to be reasonable in the circumstances. I am also satisfied that the landlord has provided sufficient evidence to satisfy me that 10 hours of cleaning was required based

upon the photographic evidence, but that the hourly rate is excessive as the landlord cannot provide any details if there was a professional cleaner and at what rate cleaning was charged. I grant the landlord recovery of \$250.00 for 10 hours of cleaning at \$25.00 per hour. On the landlord's claim for repair/replacement of carpet repair and a bathroom cupboard, I find that the landlord has established a monetary claim, but that the \$495.68 and \$270.00 amounts have not been justified. The landlord has provided insufficient details of the cost of repairs for materials or labour. On this portion of the claim, I grant the landlord recovery of \$250.00 for carpet replacement and \$175.00 for replacement of the bathroom cupboard. The landlord has established a total monetary claim of \$865.00.

I order that the landlord retain the \$708.41 combined security deposit, key deposit and security deposit accrued interest in partial satisfaction of the claim and I grant the landlord a monetary claim for the balance due of \$156.59. The landlord is also entitled to recovery of the \$50.00 filing fee. The landlord is granted a monetary order for \$206.59. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The tenant's application is dismissed.

Conclusion

The landlord is granted a monetary order for \$206.59.

The landlord may retain the \$708.41 combined security deposit, key deposit and accrued security deposit interest.

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 08, 2014

Residential Tenancy Branch

