



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, repairs and for the recovery of the filing fee. The landlord also applied to retain a portion of the security deposit in satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning, repairs and for the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2011 and ended on February 28, 2014. The monthly rent was \$1,750.00 and prior to moving in the tenant paid a security deposit of \$875.00.

Both parties offered contradictory testimony regarding the move out inspection. The landlord stated that the tenant acted in an aggressive manner when he pointed out discrepancies and the tenant stated that the landlord was the aggressor. Both parties agreed that there was an argument and the report was not fully completed. The tenant filed a photograph of the partially filled out, unsigned report. The parties attempted to settle the matter but were unable to come to an agreement. On March 14, 2014, the landlord filed this application.

The landlord stated that a portion of the hardwood floor was discoloured and scratched and had to be repaired. The landlord stated and the tenant agreed that the hardwood floor was refinished just prior to the start of the tenancy. Both parties filed photographs that were faxed to the Residential Tenancy Branch office and were not very clear. The landlord filed an invoice of \$231.00 for the cost of refinishing the discoloured area.

The landlord stated that the rental unit required cleaning and filed photographs and invoices to support her claim of \$170.00. In his written submission the tenant agreed to the presence of dust by the foot of the refrigerator and to not having cleaned under the appliances and inside the light fixtures.

The photographs filed into evidence were unclear for most part, but the photograph of the dishwasher showed that it needed cleaning. The tenant staid he cleaned the blinds and the landlord argued that they were left in a dirty condition.

The landlord is also claiming \$56.00 for the cleaning of the storage locker. The tenant stated that he was not assigned a locker and never used one during the tenancy. Even though the tenancy agreement refers to a storage locker as included in the rent, the move in inspection report does not indicate the condition of the locker.

The landlord stated that the blinds were damaged and filed a report written by the person who cleaned the blinds. The report states that the some blind strings were missing, or knotted or cut and the blinds did not go down all the way. The landlord applied for \$112.00 to fix the blinds

The landlord is claiming the following:

| | | |
|----|---------------------|-----------------|
| 1. | Cleaning | \$170.00 |
| 2. | Floor repairs | \$231.00 |
| 3. | Cleaning the locker | \$56.00 |
| 4. | Repair blinds | \$112.00 |
| 5. | Filing fee | \$50.00 |
| | Total | \$619.00 |

Analysis

1. Cleaning \$170.00

Based on the testimony of both parties and the written submission of the tenant, I find that the tenant agreed that he had left some cleaning to be done. The landlord has also filed photographs and invoices to support her claim. Even though the photographs filed by both parties are not clear, the landlord's photographs show that the dishwasher was not cleaned.

I find that the landlord's claim for cleaning had merit and is reasonable. Accordingly I award the landlord \$170.00.

2. Floor repairs - \$231.00

The landlord stated that an area of the floor was discoloured and filed photographs to support her testimony. Since the photographs are unclear it is difficult to see whether or not there is damage to the floors. Both parties agreed that the floors were finished just prior to the start of tenancy. The invoice filed by the landlord states that there was damage to the floor and the repairs were done on March 10, 2014. The landlord testified that it appeared as if some sort of substance was placed on a particular area of the hardwood floor which caused the discoloration of that area.

Based on the testimony of the landlord, the date of the last refinishing and the invoice, I find on a balance of probabilities that it is more likely than not that repairs were needed to fix an area that was damaged beyond reasonable wear and tear. I find it appropriate to award the landlord half the cost that she incurred in the amount of \$115.50.

3. Cleaning the locker \$56.00

The tenant testified that he was not provided with a locker and did not use one during the tenancy. Based on the comparison of the inspection reports filed by both parties, I find that it is more likely than not that the storage locker number was added into the move in inspection report at a later date.

Even if I accept that the storage locker was assigned to the tenant, the condition of locker is not documented in the move in inspection report. For the above reasons, the landlord's claim for the cost of cleaning the locker is dismissed.

4. Bind Repairs - \$112.00

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. As per this policy, the useful life of blinds is ten years. The landlord stated that she was not aware of the age of the blinds but confirmed that they were at least six years old.

Since the landlord did not have information on the total age of the blinds, I am unable to determine whether the blinds had outlived their useful life or not. Accordingly, the landlord's claim for \$112.00 to repair the blinds is dismissed.

5. Filing fee - \$50.00

Since the landlord's claim has some merit, I award her the recovery of the filing fee.

The landlord has established the following claim:

| | | |
|----|---------------------|-----------------|
| 1. | Cleaning | \$170.00 |
| 2. | Floor repairs | \$115.50 |
| 3. | Cleaning the locker | \$0.00 |
| 4. | Repair blinds | \$0.00 |
| 5. | Filing fee | \$50.00 |
| | Total | \$335.50 |

Residential Tenancy Regulations # 4 states as follows:

Interest payable on security deposits and pet damage deposits

- 4** The rate of interest under section 38 (1) (c) of the Act [*return of deposits*] that is payable to a tenant on a security deposit or pet damage deposit is 4.5% below the prime lending rate of the principal banker to the Province on the first day of each calendar year, compounded annually.

Accordingly, the interest accrued on the security deposit of \$875.00, paid to the landlord on April 26, 2011 is zero.

The landlord has established a claim of \$335.50. I order the landlord to retain this amount from the security deposit of \$875.00 and return \$539.50 to the tenant

Conclusion

The landlord must return \$539.50 to the tenant within 15 days of receipt of this decision.

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 08, 2014

Residential Tenancy Branch

