



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in March 2013 and ended in April 2014 and further agreed that the tenant paid a \$400.00 security deposit at the outset of the tenancy. The tenant testified that the landlord did not schedule a time to conduct a condition inspection of the unit at the end of the tenancy whereas the landlord claimed that he scheduled a time but the tenant did not want to do an inspection.

The landlord seeks to recover \$84.00 as the cost of cleaning the carpet at the end of the tenancy. The landlord provided a copy of the tenancy agreement which contains a term requiring the tenant to have the carpet professionally cleaned at the end of the tenancy. The tenant claimed that he had the carpet professionally cleaned but acknowledged that he did not give the landlord a copy of a receipt showing it had been done. The tenant did not submit such a receipt into evidence for this hearing.

The landlord seeks to recover \$180.00 as the cost of repairing holes in the walls of the rental unit and repainting the unit. The landlord provided a statement from his maintenance service staff in which they note that there were 17 holes in the walls, spread amongst 5 rooms. The tenant claimed that this was reasonable wear and tear.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

### Analysis

First addressing the question of whether the landlord has extinguished his right to claim against the security deposit by not completing a condition inspection of the unit at the end of the tenancy, I find the stories of both parties equally likely. I find it entirely possible that the parties scheduled an inspection which the tenant chose not to participate in due to time constraints and for this reason I find that it has not been proven that the landlord extinguished his right to claim against the deposit.

I find that the tenant should be held liable for the cost of carpet cleaning. The tenancy agreement requires that the carpet be professionally cleaned and the tenant has not provided receipts to either the Residential Tenancy Branch or the landlord to prove that he complied with the agreement. I award the landlord \$84.00.

The tenant is entitled to use nails on the walls of the rental unit as long as he does not use an unreasonable number. The landlord provided a photograph of one screw and one nail hole and counted a total of 17 holes spread out over 5 rooms. This amounts to just over 3 nail holes per room. In the absence of further evidence to show that one or more rooms had an excessive number of holes or that they were excessively large, I find that the landlord has failed to prove that the tenant caused an unreasonable number of holes. I find that the nail holes can be characterized as reasonable wear and tear and I therefore dismiss the claim for the cost of painting and patching the walls.

As the landlord has been partially successful in his claim, I find that he should recover one half or \$25.00 of the filing fee and I award him that sum.

### Conclusion

The landlord has been awarded \$109.00. I order the landlord to retain this amount from the \$400.00 security deposit and I order him to return the \$291.00 balance to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$291.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I note that the tenant claimed that he has not yet received the \$50.00 deposit paid for the garage fob. I could not deal with this matter as it was not before me in an application, but I urge the landlord to return this deposit forthwith if the tenant has returned the garage fob. The tenant is free to file an application for dispute resolution to recover this deposit should the landlord not return it.

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 17, 2014

