



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord and the tenants called into the conference and participated in the hearing. The male tenant left the hearing a few moments before the conference call ended, but his c-tenant remained until the hearing was concluded.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Langley. The tenancy began on September 1, 2012 for a fixed term and thereafter month to month. The landlord obtained a monetary award for unpaid rent and an order for possession in a previous dispute resolution proceeding. The tenants moved out of the rental unit pursuant to the order for possession on or about February 23, 2014.

The landlord testified that the rental unit was not cleaned at the end of the tenancy. She said the carpet was soiled and the paint was damaged. The landlord said that the tenants left items behind that the landlord had to dispose of. The landlord claimed a monetary award in the amount of \$2,406.02. The claim was made up of the following:

- | | |
|-----------------------------|----------|
| • Paint: | \$161.78 |
| • Paint and supplies: | \$131.66 |
| • Light bulb replacements: | \$13.59 |
| • Carpet cleaning supplies: | \$20.64 |

- Light bulb replacement: \$16.79
- Cleaning supplies: \$14.84
- Cleaning supplies: \$6.72
- Painting invoice: \$1,350.00
- Cleaning: \$600.00
- Mail key replacement: \$40.00

The landlord did not perform a condition inspection when the tenants moved in and there was no move out inspection. The landlord submitted two statements from friends commenting on the condition of the rental unit after the tenants vacated. The landlord submitted eight photos of the rental unit. There were several pictures of the fridge and stove, a picture of the toilet and one of the kitchen sink as well as several pictures showing items that had been abandoned and left on the floors in the rental unit.

With respect to the \$600.00 claim for cleaning, the landlord submitted her own typed document claiming for 40 hours of cleaning at \$15.00 per hour. She said at the hearing that she spent 24 hours cleaning and later said that the 40 hours for which she claimed included time spent by friends who helped her clean. With respect to the claim for painting, the landlord said that the tenants did a large amount of damage to the walls and they needed both filling and painting. She did not supply an invoice for painting; instead she submitted a typed document from the friend who performed painting on her behalf; in the document he said:

The fair retail cost of painting (name of landlord)'s basement suite is \$1,800.00. The job involved painting six rooms (Kitchen, living/dining area, office, 2 bedrooms, and bathroom) including interior closets and a large laundry room off the second bedroom.

The landlord said she was only claiming 75% of the cost of painting. At the hearing she said that she did not actually pay any amount to her friend for the painting that he did, apart from supplying the paint and materials. None of the pictures supplied by the landlord depicted any problems that evidenced a need for re-painting any part of the rental unit. The tenants said at the hearing that they did not damage the walls or the paint and they said they made hardly any marks because they did not hang pictures on the walls of the rental unit.

The tenants testified that they did not have enough time to perform all the needed cleaning because they were forced to move out to comply with the order for possession

that the landlord obtained. The tenants said that the amount claimed by the landlord for cleaning was excessive; they said that 40 hours of cleaning far exceeded the time that would have been required to clean this two bedroom basement suite.

Analysis

The landlord did not provide evidence concerning the condition of the rental unit at move in and no condition inspection was performed after the tenants moved out. The photographs provided by the landlord showed that the rental unit was not cleaned and that the tenants left a significant amount of debris and cast offs in the rental unit after they moved out. I do not find, however, that the landlord's evidence supports a finding that 40 hours of cleaning was necessary. The tenant contended that they were prevented from cleaning because they had been evicted; I do not accept that as a convincing excuse for failing to leave the rental unit acceptably clean at the end of the tenancy; the tenants were evicted for failing to pay rent and the eviction does not absolve the tenants of their obligation leave the unit acceptably clean. Based on the evidence provided, I find that the landlord is entitled to an award for disposal of the tenants' abandoned property and for cleaning in the amount of \$350.00. I allow the landlord's claim for cleaning supplies in the amount of \$21.56. I allow the claim for carpet cleaning supplies in the amount of \$20.64. The landlord claimed a total of \$30.38 to replace light bulbs in the rental unit. She provided receipts for the expenditures and I allow the claim for light bulbs in the amount stated. The landlord testified that mailbox keys were not returned and a new lock had to be obtained from Canada Post at a cost of \$40.00. I allow this claim as well.

I do not allow the landlord's claim for paint, paint supplies or the claimed charge of \$1,350.00 for painting. Apart from the landlord's testimony that painting was necessary, she did not provide any other evidence such as photographs to show the presence of wall damage, marks or holes to show that patching or painting was needed. The Residential Tenancy Policy Guideline with respect to the useful life of building elements provides that the useful life of interior paint is four years. I was not provided with evidence to show when the unit was last painted and in the absence of a condition inspection report, I find that the landlord has not demonstrated on a balance of probabilities that the tenants should bear the cost of painting or some part of the cost. The claim for painting and paint supplies is denied.

Conclusion

The total amount awarded to the landlord is the sum of \$462.58 for the items stated. All other claims are dismissed without leave to reapply. The landlord is entitled to recover

the \$50.00 filing fee for her application, for total monetary award of \$512.58 and I grant her an order under section 67 in the said amount. This order may be registered 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: October 10, 2014

Residential Tenancy Branch

