



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

There are applications filed by both parties. The landlord seeks a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks a monetary order for money or compensation for damage or loss of quiet enjoyment and return of double the security deposit.

The hearing was adjourned due to a lack of time and ended in the middle of the landlord's claim. Both parties were cautioned to not file any further evidence. Both parties confirmed their addresses on their applications for dispute for mailing service and were told that a new notice of an adjourned hearing letter would be sent to both parties via this address.

The hearing was resumed on December 18, 2014 with both landlords in attendance by conference call and providing testimony. The tenants did not attend and after waiting 22 minutes the tenant's application was dismissed without leave to reapply.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began on February 15, 2013 on a fixed term tenancy for 6 months. The tenancy was renewed on August 1, 2013 for a 1 year fixed term ending on August 1, 2014 as shown by the submitted copies of the signed tenancy agreements dated January 27, 2013 and July 5, 2013. The monthly rent was \$1,700.00 payable on the 1st

of each month. A security deposit of \$1,700.00 was paid. A handwritten condition inspection report for the move-in was made on February 15, 2013. No condition inspection report for the move-out was done. The landlord has submitted copies of photographs taken before the tenancy began and photographs taken after the tenancy ended.

The landlord seeks a monetary claim of \$7,315.45 which consists of \$595.47 for utilities (for the period October 1 to June 3), \$660.00 for general house cleaning, \$2,400.00 for wall repairs and painting, \$638.40 for the cost of replacing a stove and fridge, \$10.00 for the cost of a garbage dump fee and \$980.00 for property clean- up costs, \$71.58 for the cost of a carpet shampoo rental use, \$160.00 for the cost of cleaning carpets, \$100.00 for the cost of replacing landing and \$1,700.00 for unpaid rent for June 2014.

During the hearing both parties accepted that the landlord's claim for utilities would be accepted at \$425.00 owed by the tenant to the landlord.

The landlord states that the tenant left the rental unit requiring cleaning and relies on photographs taken after the tenancy ended for the \$660.00 in house cleaning. The landlord has submitted a receipt marked as #2 for \$660.00 dated June 7, 8 and 10, 2014 from B.P. for house cleaning. The receipt notes that 11 hours of work in total was performed at \$60.00 per hour. The tenant disputes this claim, but has stated that he has "no way to dispute" the claim. The landlord relies on the completed condition inspection report for the move-in and the photographs depicting the rental unit before and after tenancy.

The landlord states that wall repairs and painting were required costing \$2,400.00 at the end of the tenancy due to repaired holes in the main floor living room, hallway, front entrance of 13 holes and 2 coats of paint, 8 holes in the pink bedroom and 2 coats of paint, painting the upstairs bathroom cabinets and 67 holes repaired in the downstairs bedrooms and 2 coats of paint. The tenant disputes the claim stating that not all of the damage was caused by the tenant. The tenant also states that all of the painting was not necessary and has submitted a CD with photographs of the rental unit showing the condition of the rental unit at the end of the tenancy. A Review of the CD shoes that the photographs were taken on February 15, 2013 at the beginning of the tenancy. The landlord relies on the photographs taken before and after the tenancy ended as well as the completed condition inspection report for the move-in as a comparison. The landlord notes that there is no mention of holes, just cracks. The landlord has submitted a copy of an invoice from Moss's Straight Edge Carpentry and Paint for \$2,400.00 dated June 20, 2014 describing the scope of work.

The landlord seeks \$638.40 for the replacement of a missing stove and fridge. The landlord states that the tenant left the rental unit with the stove and fridge unusable after attempts were made to clean them. The tenant disputes this stating that the stove and fridge were left in a "usable" condition. The landlord has provided photographs #25-28 of the stove, show extreme dirt and wear. The landlord's photographs for the fridge only show that it is dirty.

The landlord seeks \$10.00 for the cost of garbage removal to the dump, which the tenant has accepted and agrees to pay the landlord.

The landlord seeks \$980.00 for the cost of cleaning up the property at the end of the tenancy. The tenant disputes this stating that he left before being given a chance to clean up the yard. The landlord has submitted an invoice outlining a total 49 hours of work from June 6 to June 9 at \$20.00 per hour. The landlord clarified that under the conditions of the rental agreement, the tenant was responsible for cutting the grass and that the hours of work required was for cutting the grass 3 times as the grass was very long and the removal of various items in the yard. The landlord also relies on photographs taken of the yard showing the condition of the rental property in support of their claim.

The landlord seeks \$71.58 for the cost of a carpet shampoo machine rental and has submitted a copy of the receipt as confirmation. The landlord states that \$160.00 in labour was also required to perform 8 hours of labour to shampoo the carpets and has submitted an invoice detailing the hours of work. The landlord also relies on photographs showing the stained carpet and a copy of the original cleaners invoice and report detailing work of vacuuming 3 times with debris still in the carpet.

The landlord seeks \$100.00 for labour costs incurred to replace damaged carpet on the landing with vinyl. The landlord clarified that the carpet was damaged requiring replacement and in an effort to save money replaced the carpet with leftover linoleum. The landlord has submitted a copy of an invoice from J&M Flooring for the labour costs.

The landlord also seeks \$1,700.00 in unpaid rent/lost rental income as the tenant over held the rental until June 5, 2014 and that the rental required extensive cleaning and repairs making it un-rentable for June 2014. The landlord stated that once cleaning and repairs were made she was able to re-rent the unit for July 1, 2014.

Analysis

I note during the hearing that both parties confirmed that the landlord accepted a security deposit of \$1,700.00 which is currently held by the landlord. Section 19 of the Residential Tenancy Act speaks to Security Deposits.

Limits on amount of deposits

19 (1) A landlord must not require or accept either a security deposit or a pet damage deposit that is greater than the equivalent of 1/2 of one month's rent payable under the tenancy agreement.

(2) If a landlord accepts a security deposit or a pet damage deposit that is greater than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or otherwise recover the overpayment.

As the tenancy is already at an end no further action is required for the landlord's overpayment demand of the security deposit which should have been \$850.00.

I accept the evidence submitted by both parties in their direct testimony and their documentary evidence and find that the landlord has established grounds for their claims. The tenant has accepted the landlords claims for \$425.00 in utilities and \$10.00 for the cost of dump fees. The landlord has established \$435.00 in accepted claims by the tenant.

As for the remaining portions of the claim, I find that although the tenant has disputed portions of it, the landlord has provided sufficient evidence to show that the tenant failed to return the rental unit in a satisfactory manner requiring, cleaning of \$660.00, \$2,400.00 in wall repairs, \$638.40 for the replacement cost of a fridge and stove, \$980.00 in labour costs to clean up the yard, \$71.58 for the rental cost of a carpet shampoo machine, \$100.00 in labour cost to replace a portion of damaged carpet and \$1,700.00 in unpaid rent/loss of rental income due to the condition the tenant left the rental unit making it un-rentable. The tenant has also failed to attend the continuation to put forward their dispute over the landlord's entire claim and any portion of the tenant's. The landlord has provided undisputed documentary evidence in the form of a condition inspection report for the beginning of the tenancy and photographs showing the condition of the rental unit at the end of the tenancy. The landlord has also submitted copies of invoices/receipts for expenses incurred for the repair/replacement of items. As such, the landlord is successful in his monetary claim.

The landlord has established a total monetary claim of \$7,198.98. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the

\$1,700.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$5,544.98. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$5,544.98.

The landlord may retain the \$1,700.00 security deposit.

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: January 6, 2015

Residential Tenancy Branch

