



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, MNDC, FF*

Introduction

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

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning, painting, repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on February 01, 2010 and ended on September 30, 2014. The monthly rent was \$769.11 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00.

The landlord testified that the tenant caused damage to walls, a door casing, kitchen cabinet doors, a pot light and a bathroom sink. The landlord filed photographs of the damage and an estimate for the cost of repairs. The landlord stated that he has not carried out the repairs as he does not have the funds to do so and was waiting for the outcome of this hearing.

The landlord also stated that the tenant left the unit without cleaning it or shampooing the carpet. The tenant stated that he had done some cleaning but agreed that some of the cleaning was not fully done. The tenant stated that he had not shampooed the carpet because he understood that it was not his responsibility to do so.

The landlord filed photographs that show the unit was in need of extensive cleaning and the carpets were dirty and stained. The landlord also filed receipts for the cost of cleaning the unit and shampooing the carpet. During the hearing, the cost of repair of individual items was discussed and both parties provided testimony regarding the damage and the cost of repairs.

The landlord is claiming the following:

1.	Repairs	\$1,150.00
2.	Carpet cleaning	\$84.00
3.	Canada Post	\$23.18
4.	Cleaning	\$92.25
5.	Filing fee`	\$50.00
	Total	\$1,399.43

Analysis

1. Repairs - \$1,150.00

Under this category of repairs, the landlord has claimed a total of \$1,150.00 for the cost to repair a pot light, entry door casing, holes in the walls, kitchen cabinet door, bathroom sink and to paint the rental unit. The landlord provided an estimate for the repairs and the total cost is not broken down into individual items.

The landlord filed photographs to support his testimony of the damage to the rental unit. I will assess the entitlement of the landlord, based on the photographs and the testimony of both parties.

The parties agreed that the pot light was broken during the tenancy and therefore I find that this damage is not as a result of neglect on the part of the tenant. Accordingly, the landlord must bear the cost of repair of the pot light.

The photographs show that the door casing is cracked. The tenant provided some information regarding the cost to replace the casing. Based on the photographs and the testimony of both parties, I find that the tenant is responsible for the repair and accordingly I award the landlord \$150.00 towards the cost of repair.

The photographs show that there are holes in the walls that look like they could only be a result of deliberate damage. The landlord stated that he would get the holes repaired while the other work was being done and it would cost him an additional \$20.00.

Accordingly I award the landlord \$20.00 towards the wall repair. The door handle of the kitchen cabinet is missing. I award the landlord \$20.00 towards replacement.

The landlord filed photographs that show the bathroom sink is cracked. The tenant stated that the sink was cracked at the start of tenancy. However the tenant did not report the cracked sink to the landlord. The landlord estimates that it will cost \$400.00 for supplies and labor to replace this sink. The landlord has also claimed the cost of painting the rental unit.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting and the bathroom sink. As per this policy, the useful life of interior painting is 4 years and that of a sink is 20 years.

The tenancy is more than four years old and therefore by the end of the tenancy, the painting had outlived its useful life. The landlord stated that the sink is approximately 15 years old and therefore had five years of useful life left. Accordingly, the landlord's claim for painting is dismissed and I find that the landlord is entitled to \$100.00, which is the prorated value of the remainder of the useful life of the sink.

Based on the above, I find that the landlord has established a claim of \$150.00 for the door casing, \$20.00 for the cabinet handle, \$20.00 to repair the holes in the walls and \$100.00 towards the replacement of the kitchen sink, for a total of \$290.00.

2. Carpet cleaning - \$84.00

Based on the photographs I find that the tenant left the carpet in a dirty and stained condition. The tenant agreed that he had not shampooed the carpet. *Residential Tenancy Policy Guideline#1* addresses the responsibility for the residential premises. With regard to carpets, the guideline states:

Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year.

Accordingly the tenant is responsible for the cost of cleaning the carpet. The landlord has filed a receipt in the amount of \$84.00. I find that the landlord is entitled to this amount.

3. Canada Post - \$23.18

The legislation does not permit me to award any litigation related costs other than the filing fee.

4. Cleaning - \$92.25

Based on the photographs and the testimony of the tenant, I find that the tenant left the unit in a dirty condition. The landlord has filed a receipt for 9 hours of cleaning at \$10.25 per hour. I award the landlord his claim for the cost of cleaning.

5. Filing fee - \$50.00

The landlord has proven most of his claim and therefore I award him the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Repairs	\$290.00
2.	Carpet cleaning	\$84.00
3.	Canada Post	\$0.00
4.	Cleaning	\$92.25
5.	Filing fee`	\$50.00
	Total	\$516.25

I order that the landlord retain the security deposit of \$400.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$116.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$116.25**

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: May 07, 2015

Residential Tenancy Branch

