



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

These parties were involved in a prior dispute resolution proceeding. The tenant had made application for a monetary order. During that hearing the damage deposit and unpaid rent were discussed and dealt with. Since these aspects have already been heard, I dismiss the landlord's application for unpaid rent and to retain the deposit. Accordingly this hearing only dealt with the landlord's claim for a monetary order in the amount of \$506.78 for repairs and carpet cleaning plus \$50.00 for the filing fee.

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? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2012 and ended on April 30, 2014. The monthly rent was \$1,000.00 due on the first of each month.

On April 30, 2014 the parties conducted a move out inspection. The landlord filed a copy of the report. The tenant stated that he was not provided with a copy of the report and that the landlord made some entries after the tenant had signed it. The additional entries were made in a different colour of ink and are clearly visible.

The tenant agreed that he had caused damage to the lining of a drawer and that he had removed the bath tub stopper. He also agreed to having installed a metal hook on the wall. The tenant referred to text messages between the two parties. The tenant had offered the landlord the curtain and rods in lieu of cleaning the carpet. The landlord made arrangements to clean the carpet but did not respond to the tenant's offer.

The landlord has claimed the following:

1.	Replace bath tub stopper	\$40.24
2.	Outlet plate	\$0.45
3.	Kitchen drawer lining	\$11.17
4.	Paint materials, light bulbs, light fixture	\$93.32
5.	Labour	\$200.00
6.	Carpet cleaning	\$141.60
7.	Range hood light cover	\$20.00
8.	Filing fee	\$50.00
	Total	\$556.78

The landlord filed copies of the receipts for the costs he incurred. The landlord also filed photographs to support his testimony.

Analysis

Based on the testimony and documentary evidence of both parties I find as follows:

1. Replace bath tub stopper - \$40.24

The tenant agreed that he had removed the bath stopper. The landlord filed a copy of a receipt for the purchase of the stopper and related items. I find that the landlord is entitled to this claim.

2. Outlet plate - \$0.45

The landlord filed a photograph showing damage to the outlet plate which in the form of a chipped edge which is beyond wear and tear. I find that the landlord is entitled to this claim.

3. Kitchen drawer lining - \$11.17

The tenant agreed to the cost of replacing the drawer lining.

4. Paint materials, light bulbs and light fixture - \$93.32

The tenant agreed that he had installed a hook in the wall. The landlord stated that upon removal of the hook, the drywall and paint were damaged. The landlord stated that the rental unit was painted just prior to the start of the tenancy.

Since the tenant agreed that he had installed a hook in the wall and since the unit was painted just prior to the start of tenancy, I find that the tenant is responsible for the cost of painting.

The move out inspection indicates that some light bulbs were missing. The landlord stated that one of the light fixtures had two sockets and when the tenant replaced a bulb with a higher voltage in one of the sockets, it burnt out. The landlord stated that he was unable to replace the socket and had to replace the light fixture. The tenant denied having damaged the light fixture. The landlord filed a photograph of the fixture and a copy of the receipt to replace it.

Regarding the replacement of the light fixture, I accept the landlord's testimony and I further find on a balance of probabilities that it is more likely than not that the damage to the light fixture was caused in the manner described by the landlord. Accordingly, I find that the tenant must bear the cost of replacing the light fixture. The tenant is also responsible for replacing all burnt out lightbulbs at the end of the tenancy.

The landlord filed receipts as proof of the cost he incurred to purchase the above materials.

I find that the landlord has proven his claim for paint materials, light bulbs and a light fixture and accordingly I award the landlord \$93.32.

5. Labour - \$200.00

The landlord stated that he hired a handy man to carry out the work required to repair and paint the unit. The landlord has filed a receipt in the amount of \$200.00. The tenant disputed the authenticity of the receipt. Since the landlord agreed that he had hired a handyman and not a professional and since the quantum of the landlord's claim is reasonable, I accept the hand written receipt as proof of the cost of labor to repair and paint the rental unit.

6. Carpet cleaning - \$141.60

The tenancy agreement contains an addendum which stipulates that the tenant is responsible for professionally cleaning the carpets at the end of tenancy.

The tenant stated that the landlord agreed keep the curtains and rods in exchange for cleaning the carpet. The landlord denied this. The text messages referred to by the tenant do not indicate that the landlord agreed to cover the cost of cleaning the carpet. The landlord filed a receipt in the amount of his claim. *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.

Since the duration of the tenancy was two years, I find that the tenant is responsible for the cost of cleaning the carpet.

7. Range hood light cover - \$20.00

The landlord filed a photograph of the light cover that shows a crack. This damage is recorded in the move out inspection report. The landlord has filed an estimate to replace the cover. I find that the landlord is entitled to his claim.

8. Filing fee - \$50.00

Since the landlord has proven his claim, I award him the filing fee of \$50.00.

Overall the landlord has established his entire claim of \$556.78. I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. 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 \$556.78.

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: June 02, 2015

Residential Tenancy Branch

