



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords' Application: MND, MNDC, MNSD, FF

Tenants' Application: MNSD, FF

Introduction

This was a hearing with respect to applications by the landlords and by the tenants. The hearing was conducted by conference call. The landlords and the tenants called in and participated in the hearing. The landlords filed their application for dispute resolution on October 26, 2014. They claimed a monetary award in the amount of \$608.45. The tenants submitted their application on May 15, 2015. They claimed an award in the amount of \$475.00, being the amount of the security deposit. The landlords then amended their application on May 22, 2015 to claim the amount of \$2,184.10.

Issue(s) to be Decided

Are the landlords entitled to a monetary award for the cost of cleaning and repairs to the rental unit and if so, in what amount?

Are the landlords entitled to retain all or part of the security deposit?

Are the tenants entitled to a monetary award for the return of the security deposit or some portion thereof?

Background and Evidence

The rental unit is a townhouse in Surrey. The tenancy began on May 1, 2012. The monthly rent was \$950.00 and the tenants paid a security deposit of \$475.00 at the start of the tenancy. The tenancy ended and the tenants moved out on September 30, 2014.

The landlords itemized their initial claim as follows:

- | | |
|---------------------------|----------|
| 1. Clean carpets: | \$209 |
| 2. Paint bedroom wall: | \$116.64 |
| 3. New blinds in bedroom: | \$88.13 |

4. Bathroom mirror hinge:	\$54.68
5. Broken hinge bifold door:	\$10.00
6. Bent curtain rods bed rooms, L-room:	\$20.00
7. Clean patio and front entry:	\$40.00
8. Clean & wash curtains and windows:	\$20.00
9. Repair kitchen cabinet door hinge:	No charge.

The landlords stated that the above claims totalled \$558.45, of which \$308.45 was the cost of materials and \$250.00 represented charges for the landlords' labour, calculated at \$20.00 per hour.

In correspondence the tenants acknowledged some responsibility for the cost of cleaning and repairs. There were some efforts to negotiate a settlement of the landlords' claims, but they proved fruitless and the tenants applied in May to claim the return of their deposit. The landlord responded by amending their application to claim additional amounts, including a quote for new carpets and a claim for 50% of the quoted amount, or \$1,032.68 and as well, a claim for loss of revenue in the amount of \$475.00. The landlords also included a claim for the cost of photographs submitted in support of their claim. The landlords said they were seeking payment of a portion of the carpet replacement cost because the stains could not be removed and they said they were delayed in renting the unit and therefore included a claim for October rent.

The tenants objected to the landlords' labour charges; they considered the hours claimed to be excessive and the hourly rate of \$20.00 to be unfair. The tenants also thought the carpet cleaning charge was excessive; they said they obtained a lower estimate.

Analysis

I accept the landlords' evidence and photographs as having established that there was some damage and repairs required when the tenancy ended that exceeded reasonable wear and tear. I find that the carpets required extensive professional cleaning and I allow the landlord's claim for carpet cleaning in the amount of \$209.00, including the claimed amount for the landlords' labour.

I find that there was painting required in the bedroom as claimed. I allow the claim for materials in the amount of \$56.64, but I find the labour claim of \$60.00 for three hours to be excessive; I allow \$45.00 for labour.

With respect to damaged blinds, I allow the claim for replacement blinds in the amount of \$48.13, but I allow \$20.00, not the claimed amount of \$40.00 for labour to replace them.

The landlord claimed \$14.68 for materials and \$40.00 for labour to repair the bathroom mirror hinge. I find the labour charge to be excessive; I allow this claim in the amount of \$34.68 for materials and labour.

I allow the claim for \$10.00 to repair the bi-fold linen door.

I find the amount claimed to repair bent curtain rods for one hour at \$20.00 to be high; I allow \$15.00 for this claim.

The landlord claimed for two hours of labour to clean the patio and front entry. This seems excessive and I allow \$20.00 for this claim.

I allow the amount of \$20.00 claimed to clean and wash curtains.

I do not allow the landlords' later claim for a portion of the cost of new carpets, nor do I allow the claim for lost rental income. There was no move-in inspection and as late as February, in negotiations, with the tenants, the landlord made no mention of these claims. It has not been proved that the tenants should be responsible for a loss of rental income or that the landlord did everything possible to mitigate such a loss. The landlords' claimed for the cost to provide photographs, but costs incurred to submit evidence are not recoverable expenses and this claim is denied.

Conclusion

I have allowed the landlords' claim in the amount of 463.45. The landlords are entitled to recover the \$50.00 filing fee for their application, for a total award of \$513.45. I order that the landlords retain the security deposit of \$475.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$38.45. This order may be registered in the Small Claims court and enforced as an order of that court. The tenants' application for the return of their deposit is dismissed without leave to reapply,

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: July 21, 2015

Residential Tenancy Branch

