



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hooyenga-Maillet Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's application and evidence. The tenants did not submit any evidence prior to the hearing. The parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 1, 2014. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$425.00, a pet deposit of \$425.00 and a parking remote deposit of \$50.00. The landlord and the tenants carried out a move-in condition inspection.

The tenancy ended on April 21, 2015.

Landlord's Claim

The landlord stated that he and the tenants were scheduled to do a move-out inspection on April 24, 2015; however, on April 20, 2015 the tenants informed the building manager that they were moving out sooner than expected and requested that the inspection take place on April 21, 2015. The building manager informed the tenants that he would not be available as he had a previously-scheduled appointment.

The landlord stated that he attended the rental unit on the evening of April 21, 2015 and discovered that the tenants had already vacated and left their keys and forwarding address on the counter. The landlord stated that he could not convince the tenants to return to do the move-out inspection. The landlord carried out an inspection without the tenants and discovered quite a lot of damage.

The landlord has claimed compensation as follows:

- 1) \$126.00 for carpet cleaning;
- 2) \$26.25 to replace and install a broken light fixture in the entry hall;
- 3) \$37.50 for 1.5 hours of cleaning;
- 4) \$150.00 for two coats of paint in living room, bathroom and master bedroom – the landlord stated that the tenants had painted the bathroom in an unapproved colour and there were nail holes in the living room and master bedroom;
- 5) \$45.00 for one paint stain on the living room carpet and two pet urine stains in the entry and master bedroom;
- 6) \$291.73 to replace two broken windows in master bedroom;
- 7) \$12.50 to repair and paint master bedroom closet;
- 8) \$20.00 for parts and \$25.00 for labour to replace broken towel rack;
- 9) \$84.00 to remove and reinstall baseboard heaters;
- 10) \$25.00 labour and materials to replace baseboards; and
- 11) \$50.00 to repair hole in wall made for cable to go from living room to bedroom.

Tenants' Response

The tenants acknowledged responsibility for the costs of carpet cleaning and the broken light fixture in the hall.

In regard to cleaning costs, the tenants acknowledged that they did not pull out the stove to clean behind it, and they informed the landlord before they left that the fridge did not work, so they did not pull out the fridge either. The tenants stated that some of the cleaning was simply wear and tear.

The tenants stated that when they moved into the unit they asked the landlord if they could paint the unit, and the landlord told them to do what they want. Near the end of the tenancy the landlord told the tenants that if the new tenants liked the colours then the tenants would not have to re-paint, and then the landlord confirmed that the new tenants liked it. The tenants also stated that nail holes are normal wear and tear.

The tenants stated that they have very clean cats that did not urinate on the carpets. The tenants stated that there may have been very minute carpet stains at move-in.

The tenants stated that they did not discover the cracks on the outside of the bedroom windows at the outset. The tenants questioned the age of the windows. The tenants denied breaking the towel rack. They stated that they fixed the rack and filled in the holes.

Analysis

I find that the landlord is entitled to **\$126.00** for carpet cleaning and **\$26.25** for the broken light fixture, as the tenants acknowledged these costs.

The tenants acknowledged that the landlord would require them to repaint if the new tenant did not like the darker colours. The landlord only repainted the bathroom because of the colour, not the other rooms, and I find it plausible that the new tenant liked the colours in other rooms but not in the bathroom. I therefore find that the landlord is entitled to costs for repainting the bathroom. The landlord did not provide photographic or other evidence of the nail holes in the walls, and I therefore cannot determine whether they would be considered normal wear and tear or not. I therefore grant the landlord **\$75.00** for repainting the bathroom.

The landlord attributed 45 minutes of cleaning for the sides and back of the stove and the back of the fridge. Tenants are not responsible for cleaning behind large appliances unless they are on rollers and can be easily and safely moved, and the landlord did not indicate that this was the case. I do not know if the sides of the stove could be cleaned without pulling out the stove. The landlord did not provide photographic or other evidence to establish the need for other cleaning. I therefore dismiss this portion of the landlord's claim.

The landlord did not provide sufficient evidence to establish the portions of his claim regarding the carpet stains, broken windows, the broken towel rack, reinstallation of baseboard heaters, replacement of baseboards or repair of the hole in the wall. The

landlord did not provide photographs of the damage or the age of the items, so that depreciation could be calculated. I therefore dismiss these portions of the landlord's claim.

As the landlord's application partly successful, he is also entitled to recovery of the **\$50.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to **\$277.25**. I order that the landlord retain this amount from the security deposit. The tenants are entitled to return of the balance of their deposits; accordingly and I grant the tenants an order under section 67 for the balance due of **\$622.75**. This order may be filed 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 16, 2015

Residential Tenancy Branch

