



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for compensation for damage to the unit; unpaid rent or utilities; and authorization to retain all or part of the security deposit. The tenant did not appear at the hearing. The landlord testified that she sent the hearing documents to the tenant via registered mail. I noted that the tenant had provided a written response to the landlord's claims to the Residential Tenancy Branch. The landlord also confirmed receipt of the tenant's response. Accordingly, I was satisfied the tenant was notified of this proceeding and I continued to hear from the landlord without the tenant present.

Preliminary and Procedural Matters

In filing her application the landlord indicated she was seeking compensation of \$750.00; however, the Monetary Order worksheet that accompanies the application indicates a claim of \$688.24 when the individual amounts are totalled. I have considered and made a decision based upon the lesser, more detailed, claim of \$688.24.

In the tenant's written submissions she indicated she was agreeable to some of the items claimed by the landlord, totalling \$563.63. The landlord testified that she refunded \$186.37 of the security deposit to the tenant after receiving the tenant's response and still retains \$563.63 of the security deposit. The landlord confirmed that she did not communicate or otherwise indicate to the tenant that she was withdrawing her application since she still seeks to be compensated for the other amounts claimed that the tenant did not agree with. I ordered the landlord to provide me with proof that she had refunded \$186.37 to the tenant. The landlord provided a document indicating an email money transfer of \$186.37 and a \$1.00 service charge on September 8, 2015.

Issue(s) to be Decided

1. Has the landlord established an entitlement to recover the amounts claimed against the tenant?
2. Is the landlord authorized to retain any or all of the security deposit?

Background and Evidence

The tenancy started in November 2012 and the tenant paid a security deposit of \$700.00. The tenant was required to pay rent of \$1,525.00 on the first day of every month. The tenancy ended June 8, 2015.

I heard that a move-in inspection report was prepared at the start of the tenancy. The landlord explained that it was not presented as evidence because it was in storage out of the country.

I heard that a move-out inspection report was prepared at the end of the tenancy and presented to the tenant but that the tenant refused to sign it because she did not agree with it. The tenant did; however, initial beside the box that indicates she did not agree with the landlord's assessment of the property. The tenant also provided her forwarding address at that time.

Below, I have summarized the landlord's claims against the tenant.

Blind replacement -- \$36.27

The landlord submitted that two blinds were damaged in the rental unit but that she is only claiming for the damaged kitchen blind. The landlord provided a photograph of the blind on the door in the kitchen that appears to have bent slats by the door handle and lock. The landlord also provided a print out from a home improvement store indicating the replacement cost of the blind.

In the tenant's written submission she indicates the blind damage was caused by regular use of the door and a broken clip at the bottom of the blind at the start of the tenancy.

The landlord testified that the blinds were in place when she purchased the house in 2012. The landlord submitted that the bottom of the blinds had been held in place by a plastic clip but that the clip broke during the tenancy. The landlord stated that the tenant advised her of the broken clip near the end of the tenancy.

Utilities -- \$408.63

The landlord submitted that the tenant owed for utilities. In her written response, the tenant acknowledged that she owed the landlord for utilities in the amount claimed.

Hand rail bracket -- \$4.78

The landlord submitted that the brackets used to hold the handrail in place were broken during the tenancy. The landlord is claiming for replacement of one bracket even though three were broken. The tenant's response was silent with respect to the handrail brackets.

House and blind cleaning -- \$130.00

The landlord submitted that additional cleaning was required at the end of the tenancy. The tenant was agreeable to the blind cleaning charge of \$130.00 in her written submissions.

Carpet cleaner -- \$25.00

The landlord submitted that there was a stain on the carpet for which she seeks \$25.00 to rent a carpet cleaning machine. The tenant was agreeable to this claim in her written submissions.

Wall damage -- \$18.61 and \$52.97

The landlord submitted that there were a few of the walls in the rental unit were damaged beyond wear and tear which required patching and painting. The landlord provided a photograph to demonstrate her position and receipts to support the amounts claimed.

The tenant submitted that there were some marks on the walls prior to moving in and that the walls reflect normal wear and tear of a family living in the house for three years.

Stain remover -- \$11.98

The landlord submitted that she purchased a stain remover product in an attempt to remove a carpet stain. The landlord provided the receipt as evidence. The tenant's submission was silent with respect to this claim.

Analysis

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean and undamaged at the end of the tenancy. The Act also provides that reasonable wear and tear is not damage.

By way her written submissions the tenant accepted responsibility for compensating the landlord \$408.63 for utilities, \$25.00 for the carpet cleaner; and, \$130.00 for blind cleaning and I award those amounts to the landlord.

Below, I provide findings and reasons for the other items for which the landlord claimed and the tenant did not agree.

Blind replacement

From the photograph of the blind it is apparent to me that the slats were bent because of their close proximity to the door knob and lock. Although I was provided differing submissions as to when the clip at the bottom of the blind broke, I am not persuaded that the clip would have prevented the bending of the slats. Of further consideration is that the blinds are at least three years old and the landlord did not present the move-in inspection report to demonstrate the condition of the blinds at the beginning of the tenancy.

In light of the considerations outlined above, I find the landlord's request to recover the replacement cost of the blind to be unreasonable considering the damage to the slats is likely attributed to wear and tear given its proximity to the door knob; there was no allowance for depreciation of the blinds and the condition of the blind at the beginning of the tenancy was not

established. Therefore, I deny the landlord's request to recover the replacement cost from the tenant.

Handrail bracket

Upon review of the photographs before me, I find there is clear evidence that the handrail brackets were broken and I cannot image a circumstance that this would be considered reasonable wear and tear. Nor, did the tenant provide any dispute this claim. Therefore, I grant the landlord's request to recover \$4.78 for the cost of one of the new brackets.

Wall damage

I find that wall damage is evident in the photographs provided to me. One of the photographs in particular appears to depict a fairly large dent that I would consider to be greater than ordinary wear and tear. Considering the landlord did not charge the tenant for any labour, I find the landlord's request to recover the cost to purchase drywall mud and paint to be reasonable and I award the landlord \$18.61 and \$52.97 as requested.

Stain remover

The landlord provided undisputed evidence that there was a stain in the carpet at the end of the tenancy and I find it reasonable that the landlord purchased a stain removal product in an attempt to remove it. Therefore, I grant the landlord's request to recover \$11.98 for stain removal from the tenant.

Filing fee, security deposit and Monetary Order

Since the landlord's claims against the tenant were largely successful, I award the landlord recovery of the \$50.00 filing fee paid for this application.

In summary, the landlord has been awarded the following amounts:

Utilities	\$408.63	
Handrail bracket		4.78
House/blind cleaning	130.00	
Carpet cleaner		25.00
Drywall mud		18.61
Paint		52.97
Stain remover	11.98	
Filing fee		<u>50.00</u>
Total award to landlord		\$701.97

Upon review of the evidence provided to me, as ordered, I am satisfied that the landlord has already refunded \$186.37 of the security deposit to the tenant and the landlord is holding the balance of \$513.63. Therefore, I authorize the landlord to retain the \$513.63 security deposit and I provide the landlord with a Monetary Order for the balance of \$188.34 [calculated as \$701.97 less \$513.63] to serve and enforce upon the tenant.

Conclusion

The landlord has been authorized to retain the \$513.63 security deposit and has been provided a Monetary Order for the balance of \$188.34 to serve and enforce upon the tenant.

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: December 17, 2015

Residential Tenancy Branch

