



Dispute Resolution Services

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 for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the male tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both 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 or about December 1, 2013. At the outset of the tenancy, the tenants paid the landlord security deposit of \$650.00 and a pet deposit of \$500.00. The landlord did not carry out a move-in inspection with the tenants or complete a condition inspection report. The tenancy ended in mid-June 2015.

Landlord's Claim

The landlord stated that the tenants left the unit dirty and damaged at the end of the tenancy. The landlord indicated on their application that they filed for compensation totalling \$5,000.00; however, the total on their monetary order worksheet is \$5056.29. The landlord did not explain which portion of their claim they were reducing by \$56.29. The landlord claimed the following:

- 1) \$118.01 for missing and burnt out light bulbs;
- 2) \$235.20 to replace and install a new screen door;
- 3) estimated \$1,875.00 plus GST for repairs to damaged walls and doors;
- 4) \$315.00 for cleaning – the landlord stated that the house was quite dirty and the cleaners spent two or three days cleaning; and
- 5) \$2,513.08 to replace broken blinds – the landlord stated that most of this cost was for the vertical blinds for the patio door and in the living room, which were cut and not working.

The landlord submitted invoices, quotes, receipts and photographs of the damage to support their claim. The landlord submitted that they only gave the tenants permission to paint when the tenants intended to buy the house, and when they changed their mind, the landlord told them they would have to return the walls to the original colours.

Tenant's Response

The tenant acknowledged responsibility for the following:

- 1) damaging the screen door;
- 2) broken blinds – the tenant stated that they were flimsy and should not have cost more than \$50.00 to replace;
- 3) his daughter drew on top of some wallpaper, and the landlord is entitled to \$100.00 for repairing this damage; and
- 4) \$20.00 for cleaning the fridge.

The tenant stated that he believes the landlord wants the tenants to pay for upgrades to the house. The tenant stated that the landlord gave the tenants permission to paint the entire house.

Analysis

I find that the landlord is entitled to \$235.20 as claimed for replacing and installing the screen door, as the tenant acknowledged doing this damage.

The tenant was silent on the issue of the missing or burnt-out light bulbs. I accept the landlord's undisputed evidence and grant \$118.01 as claimed for light bulbs.

The remainder of the landlord's claim is somewhat problematic. It is clear from the landlord's photographs that walls and door were damaged; cleaning was required in many areas; and several blinds, including vertical blinds, were damaged. I also accept the landlord's evidence, including emails to the tenants, that when the tenants did not

purchase the house, the landlord informed the tenants that they would have to return the house to its original condition at the end of the tenancy.

However, the landlord did not specify what portion of their claim was reduced by \$56.29. The landlord only provided one estimate for repairs to walls and doors, and this estimate does not provide much information regarding the intended work. The cleaning bill does not provide the cleaner's hourly rate or indicate how long each item or area took to clean. The landlord did not provide the age of any of the items to be replaced, and therefore depreciation cannot be taken into account. Finally, the landlord did not do a move-in condition inspection with the tenants, and they therefore do not have an agreed-upon report of the condition of the rental unit at the outset of the tenancy. For these reasons, I find it appropriate to award the landlord nominal amounts as follows: \$350.00 for repairs to walls and doors; \$150.00 for cleaning; and \$350.00 to replace broken blinds.

As the landlord's application was partially successful, they are also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1,203.21. I order that the landlord retain the security and pet deposits of \$1,150.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$103.21. 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: January 18, 2016

Residential Tenancy Branch