



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            mnd, mndc, mnr, mnsd, opb, ff

### Introduction:

The landlord requests a Monetary Order related to damage and cleaning costs following the ending of this tenancy, and an order to retain the security deposit.

Both parties exchanged and provided evidence for the hearing, and both were represented and gave testimony at the hearing.

### Issues to be decided:

I am asked to determine whether the tenant is liable for various losses alleged by the landlord following the ending of this tenancy, including cleaning and repair costs and some missing items. If awarded, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### Background and Evidence:

This tenancy originated September 15, 2013, and ended September 30, 2015. Monthly rent was \$3,500.00, payable on the first day of each month. A security deposit was paid on or about August 31, 2013 in the amount of \$1,750.00.

The landlord's submissions can be summarized as follows:

#### A. Repairs were needed:

1. The tenant failed to return all keys, resulting in a locksmith being retained to replace the locks to the front and back doors.
2. The stove was not properly cleaned, and the landlord had to arrange to have it cleaned.
3. A plywood door placed during the tenancy by the landlord to provide theft of bicycles had only a simple latch and no locking mechanism. The tenant drilled through the door to allow a padlock to be used. Poor workmanship was used by the tenant, and the landlord now seeks the subsequent carpentry repair costs, and costs to secure the door.

4. A closet door did not close properly after the tenancy ended, and required a new plastic glider (cost included in the \$350 door repair above).
- B. The premises were left damaged:
5. Carpets and area rugs were left stained or dirty;
  6. Drywall repair or touch up painting will be required to several areas in the home.
- C. Items were missing:
7. The landlord's washer and dryer were removed by the tenant, and the landlord had to replace them.
  8. Horizontal blinds were removed and replaced with cloth blinds.
  9. Lampshades were missing.
  10. An armoire was missing.
- D. The tenant deterred prospective renters from entering into a long term lease for the premises with landlord.

The tenant's reply can be summarized as follows:

1. The tenant was given 5 keys, and returned 5 keys. A 6<sup>th</sup> key had been cut by the tenant, and was lost. A landlord is responsible to change locks, not a tenant.
2. The tenant regularly cleaned the stove, and spent many hours cleaning at the end of the tenancy.
3. The tenant acknowledges having done a poor job in drilling into the plywood door, but contends that the repair to cut a new door out of plywood and install it should not exceed \$200.00.
4. The bi-fold door closed poorly throughout the tenancy, and any repair needed was minor in any event involving only a plastic glider.
5. Any damage to the paint was attributable to reasonable wear and tear.
6. The bedroom carpets were cleaned, and any stains to the downstairs bedroom carpet were minor, and attributable to reasonable wear and tear.
7. The downstairs area rugs were raw pieces of carpet, and lay untacked on the basement cement floor. They were left in a condition comparable to the condition at move in, and no receipt support this claim.
8. Cable tacked onto the living room was installed professionally, and no receipts for any repair were submitted.
9. The washer and dryer had been gifted to the landlord by former tenants, and now belonged to the tenant, who bought them for \$100.00 from the landlord.
10. The original blinds were not functional, and were therefore removed and replaced by the tenants.
11. Two bulbs were missing lampshades, and while one lampshade may have been inadvertently thrown out by the tenants, there never was a shade on the other bulb.

12. The armoire was not included in the furnishings list, and was old and did not work properly, so the tenants removed it. A replacement could be found for between \$25.00 and \$100.00 on Craigslist.
13. The landlord did not lose any rent, as new tenants were placed for October.

Analysis:

In addition to the requirement to pay rent as and when due, tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. Tenants are also generally required to pay for repairs where damages are caused, either deliberately or as a result of negligence, by the tenants or their guests, or their pets.

Having considered all evidence before me, I have determined the various portions of the landlord's claim as follows:

1. While changing locks for new tenants would normally be the cost of a landlord, in this case, the tenant failed to return a key to the old locks, leaving the premises potentially insecure. In such circumstances the tenant is liable for the costs of replacement locks. The landlord expended \$284.20 for the front door in this regard, and \$213.50 for the back door. These sums are awarded to the landlord.
2. The landlord's photos make it clear the stove was insufficiently cleaned by the tenant at the end of the tenancy. The sum of \$75.00 for this cleaning is reasonable, and is awarded.
3. I agree with the tenant that the landlord's claim to repair the plywood door is excessive. I award the sum of \$200.00, as submitted by the tenant.
4. The cost to purchase and install a plastic glider to the bi-fold door would be \$20.00 at most, and this sum is awarded.
5. No repair to the paint has been done to date, but I accept that the touch ups in question exceed normal wear and tear. The sum of \$66.27 is awarded.
6. The landlord's photos demonstrate that the bedroom carpet was stained, and I agree with the landlord that a cost of \$75.00 to remove the stains is reasonable, and is awarded.
7. I accept the tenant's testimony that the area rugs were old, raw pieces of carpet, with little or no monetary value, and that they were left in a condition comparable to the condition at move in. No receipt supports this claim, and no award is made.

8. Whether or not installed professionally, the cable installed over the drywall living room walls will leave holes in the drywall when removed. The landlord's estimate to repair such holes is excessive, however, and I award \$50.00 for same.
9. The tenant has not proven that he owns the washer and dryer, and I accept the landlord's testimony that they belonged to the landlord, who had to replace them at a cost of \$350.00 plus \$100.00 for delivery. These sums are awarded to the landlord.
10. The original horizontal blinds in the premises were not of good quality, and I accept the tenant's submissions that they did not work well. I find the original blinds had no value, and make no award for their replacement,.
11. I accept the tenant's submissions that only one lampshade was missing at the end of the tenancy, and award the sum of \$30.00 for same.
12. The landlord's used armoire was missing at the end of the tenancy. I accept the tenant's submission that a similar one could be acquired for \$100.00 or less on Craigslist, and I note that a landlord has an obligation to mitigate a loss such as this. The sum of \$100.00 is awarded.
13. The landlord did not lose any rent, as new tenants were placed for October, with a one year fixed term tenancy. Any alleged deterrence of potential tenants by the tenant has not resulted in any loss to the landlord.

As the landlord is awarded some of her claim, the landlord's filing fee of \$50.00 is also awarded. The total sum awarded is therefore \$1,613.97.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing, totals \$1,750.00. Retention of the sum of \$1,613.97 is appropriate, and the balance must be returned to the tenant. .

Conclusion:

I order pursuant to section 38(1) that \$1,613.97 of the security deposit be retained by the landlord, in full satisfaction of the monetary award noted above. The balance of \$136.03 must be returned to 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: February 22, 2016

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Residential Tenancy Branch

