



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnd, mndc, mnsd, ff

### Introduction:

The landlord applies for dispute resolution. He requests a monetary order for cleaning and repair to the premises, and an order to retain the tenant's deposit.

Both parties attended the hearing, along with a witness for the tenant. Evidence was exchanged and tendered, and all three gave oral testimony.

### Issues to be decided:

Is the landlord entitled to an award for recovery of various claimed losses and costs, and if so, should the deposit be applied towards such award?

### Background and Evidence:

The tenant first began residing in the premises October, 2006, as an occupant. In October, 2007 his tenancy began with a former landlord. A security deposit was paid at the start of the tenancy, in the sum of \$925.00. A condition inspection was done on September 21, 2007. The current owner purchased the premises effective October 23, 2015, subject to the existing tenancy. An end of the tenancy was negotiated, and the tenant vacated November 15, 2015.

The tenant's witness testified that when the tenancy first began, there was some pre-existing damage to the premises including to the carpets, walls and doors. In due course most of the carpeting was replaced with laminate flooring. Over the course of the tenancy, the tenant took good care of the premises. He repainted the premises at his own expense, and properly maintained the premises.

The landlord testified and provided evidence to the effect that after the tenant left the premises, significant repair and improvement was required. Practically all the light bulbs were missing, and the cost to replace them was \$166.85. Cover face plates for the wall plugs were missing. The microwave filter was missing. There was broken glass in the garburator, which did not work. Corners of cabinet doors and drawers were dented or scratched. Window blinds and doors were missing or damaged. He hired a company to recondition the premises, who charged him \$2,559.29.

The tenant testified that he removed all the lightbulbs and wall plug faceplates because he had purchased them. The blinds were damaged at the start of his tenancy, and he removed them and put them in the spare bedroom, where they remained when his tenancy ended. Doors were damaged prior to his tenancy by door stops that had penetrated through the doors. Any wear to cabinet doors or drawers was attributable to wear and tear over the past 10 years. The garburator worked when he left, although it is possible there was bits of glass in it that was easily removed. There was no damage to the sink when he moved out. He had cleaned the oven door and stove a year ago. The fan filter was missing from the start of the tenancy. He cleaned the carpets annually, and they were last cleaned this spring. The bathroom door had expanded due to moisture over the years, causing it not to close properly.

Analysis:

Although the landlord owned the premises for only about 3 weeks before this lengthy tenancy ended, as a successor in title the landlord assumed all responsibilities of the landlord from the start of the tenancy. Whether or not an adjustment to the purchase price of the premises was made with the former owner, the tenant's security deposit was statutorily assigned to him. I note that a condition inspection was performed at the start of the tenancy involving the tenant, but no similar inspection was done involving the tenant at the end of the tenancy.

I found the testimony of the tenant and of his witness to be entirely credible, and such testimony is fully accepted. While I also generally accept the truthfulness of the landlord and accept that he paid out the sums he now claims from the tenant, for re-conditioning of the premises, the reality is that the tenant is not fully liable for that entire sum.

I find the landlord is entitled to the cost of the missing lightbulbs. There is no evidence that the premises were not provided to the tenant with bulbs at the start of the tenancy, and the tenant should have returned the premises with working light bulbs. The landlord is awarded the sum of \$166.85 as claimed.

The landlord is entitled to the missing wall cover plates. There is no evidence that the premises were not provided to the tenant with such plates at the start of the tenancy, and the tenant should have returned the premises with the plates in place. I am not provided with the actual cost of the plates, the number that were missing or the time involved in fastening same to the wall. In the absence of such evidence, I will simply award nominal damages of \$20.00.

The tenant should have fully and properly cleaned the stove and oven at the end of the tenancy, but failed to do so. I am not provided with the actual time involved in such cleaning, but a reasonable estimate would be 2 hours, at a cost of \$40.00 per hour. I award the sum of \$80.00.

The tenant should have cleaned the master bedroom carpets at the end of the tenancy, but failed to do so. I am not provided with the actual cost involved in such cleaning, or

the size of the carpet. I therefore award a reasonable estimate of \$100.00 such cleaning.

The landlord has failed to prove that any of the other portions of the re-conditioning work are the responsibility of the tenant. I accept for example, the tenant's evidence that some of the damage pre-existed his tenancy (such as to blinds and doors), that the premises were not fully cleaned by the former landlord prior to the start of the tenancy, and that other of the damage was a result of reasonable wear and tear. I also note that the former landlord had never repainted the premises for the tenant throughout his lengthy tenancy, and I consider the small holes in the drywall from pictures as reasonable wear and tear, not damage. The balance of the landlord's monetary claim is therefore dismissed as unproven.

The sums awarded to the landlord equal \$366.85. As the landlord is partially successful with his claim, I also award recovery of his filing fee of \$50.00, for a total award of \$416.85.

The landlord requests an order to retain the tenant's security deposit. This claim is dismissed, as section 38(5) extinguishes a landlord's right to retain the tenant's security deposit in circumstances where the landlord failed to meet end of tenancy condition report requirements. Accordingly, the deposit plus accrued interest must be returned to the tenant.

Conclusion:

I order that the tenant pay the sum of \$416.85 to the landlord.

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: March 22, 2016

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Residential Tenancy Branch