



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0821149 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing and I heard testimony from the named witness.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the tenant's security deposit?

### Background and Evidence

As set out in a previous decision with respect to this tenancy, the tenancy ended on November 15, 2015 by agreement of the parties. The October 22, 2015 decision also recorded the parties' agreement that the landlord was holding a security deposit in the amount of \$300.00.

There are ongoing disputes and hostilities between the parties. The landlord's representative alleged that the tenant has assaulted him and he said he is proceeding with charges against the tenant.

In the application before me the landlord claimed a monetary award in the amount of \$1,298.98. The claim was made up of the following:

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|---|---------|
| • Wash drapes laundry fee:                            | \$3.50  |
| • Sink & bathtub plugs:                               | \$2.46  |
| • Lobby electrical repair (caused by battery charger) | \$55.00 |

• Kitchen cupboard knob:	\$3.00
• Kitchen fan lightbulb:	\$1.69
• Laundry fee, washing cleaning cloths & towels:	\$3.50
• Oven cleaner and glue drawer:	\$14.47
• Furniture removal and dump fees:	\$55.00
• Lube and cleaner for air conditioning unit:	\$10.44
• Paint bath ceiling:	\$9.93
• Paint brush:	\$2.52
• Drapes:	\$13.38
• Replacement furniture:	\$275.00
• Lost rent, two weeks:	\$300.00
• Repairs, labour, 13.25 hrs:	198.75
• Cleaning, 8.25 hrs:	\$123.75
• Carpet cleaning:	\$77.50
• Balcony door repair:	\$110.00
Total:	1,298.98

The landlord submitted photographs of the rental unit and the rental property. He said that they showed the mess, dirt and damage left by the tenant. The pictures showed that the fridge and cupboards were not emptied or cleaned. The stove and oven was not clean and the carpets were dirty. The furniture provided by the landlord as part of the tenancy agreement was so soiled, worn and damaged that it had to be discarded. The landlord replaced the sofa rocker and recliner with used furniture.

The landlord's representative said that the tenant damaged the electrical circuit in the lobby by plugging in a charger for a scooter used by the disabled. The landlord said the tenant damaged the balcony door by somehow bending the metal frame of the door and it was off its track.

The landlord submitted a copy of a condition report filled in when the tenant moved into the unit in 2011. There were check marks for items and some notations of damage, such as scratches, a missing sink plug, carpet stains and some paint spills. According to the move-out inspection the rental unit was very dirty. The desk was damaged. The recliner was filthy and the leather sofa cushions were cracked. The landlord included amounts for laundry charges. The landlord's representative said the drapes could not be cleaned and had to be replaced.

The landlord submitted invoices for items claimed. The landlord's representative submitted a handwritten itemization of his labour spent on repairs to the rental unit.

The landlord's employee, C.M. performed cleaning. The landlord submitted an itemized list of her time spent performing various cleaning chores.

The tenant disputed substantially all of the landlord's claims for compensation. He denied damaging the electrical system, but he claimed that a battery charger for a mobility scooter was stolen from the lobby. The tenant said that the landlord did not maintain the rental unit and refused to repaint the unit during the tenancy. The tenant said that the air conditioning unit did not work throughout the tenancy; he tried to get the landlord to fix the air conditioner but he refused to repair it.

The tenant said that the balcony door failed during normal use and it was not his fault; he denied any responsibility for the damaged door.

The tenant said that he performed work for the landlord during his tenancy and was aware of maintenance problems for that reason. He blamed problems in the rental unit upon a lack of maintenance and repairs to the rental property. He said that the bathroom ceiling for example was damaged due to black mould due to moisture from the roof entering through the ceiling vent fan. He said this was apparent from the landlord's photos and his own pictures.

The tenant complained that the landlord's representative was in fact the owner of the rental property. He considered that it was improper for him to be charging for his time when he is the actual owner of the rental property.

### Analysis

Based on the landlord's documentary evidence, including photographs of the rental unit, the testimony of the landlord's representative and of the witness, I find that there is convincing evidence that the rental unit was not properly cleaned at the end of the tenancy and that there was damage to the rental unit that exceeded normal wear and tear.

I find that the landlord's claims for cleaning in the amount of \$123.50 is reasonable, based on the photographs, the inspection reports and the testimony of the parties. I find that the landlord is not entitled to recover the full amount claimed for the work performed by the landlord's representative. The work included time for repairs to the air

conditioner unit. The tenant testified that the air conditioner was not working and he asked the landlord to repair it during the tenancy. I find that the landlord has not proven, on a balance of probabilities that the tenant is responsible for this cost. The labour charges also included time for some painting and repairs which I consider would be expected as normal wear and tear after a tenancy of this duration. I allow the landlord's claim for labour for repair costs in the amount of \$100.00 only. The landlord is entitled to recover the cost of carpet cleaning and claimed in the amount of \$77.50

The landlord has claimed for the cost of furniture removal and for replacement furniture. The landlord did not submit evidence or photographs to show the condition of the furniture when the tenancy started. On the evidence I find that I cannot determine that the leather sofa was cracked and worn due to some fault or negligence on the part of the tenant and not due to age and normal wear and tear. I find that the landlord has not proved that the furniture needed to be discarded because of the tenant's abuse or mistreatment of the furniture and I deny the landlord's claims for the removal of the furniture and for the costs of replacement used furniture.

The landlord's claim for an electrical repair is denied because the landlord has not provided sufficient evidence to establish that the tenant cause the damage to the electrical system. With respect to the balcony door repair, I find as well that the landlord has not proven on a balance of probabilities that it was damaged by some deliberate or careless act of the tenant and the claim is therefore denied.

I allow the claim for oven cleaner and glue to repair a drawer in the amount of \$14.47.

I do not allow the remaining claims for laundry fees, a light bulb, paint, a brush, sink plugs, drapes or air conditioner lube and cleaner. The landlord first washed the drapes and then discarded them. I have already addressed the air conditioner charges. Given the duration of the tenancy and the cost of the drapes, I consider that they would likely need to be replaced due to ordinary usage in any event.

I do find that the landlord is entitled to its claim for two weeks lost rent because the landlord could not re-rent the unit for any part of November due to the dirty and unkempt condition in which it was left by the tenant at the end of the tenancy.

I have allowed the landlord's claims as follows:

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|---------------------|----------|
| • Cleaning:         | \$123.75 |
| • Repairs & labour: | \$100.00 |

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|--|----------|
| • Carpet cleaning:                     | \$77.50  |
| • Oven cleaner, glue:                  | \$14.47  |
| • Loss of rental income for two weeks: | \$300.00 |

Total	\$615.72
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The landlord's claim is allowed in the amount stated; all other claims in the application are dismissed without leave to reapply. The landlord is entitled to recover the \$50.00 filing fee for its application, for a total award of \$665.72. I order that the landlord retain the security deposit of \$300.00 that it holds, in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$365.72. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's claim for a monetary award has been allowed in part as set out above.

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: May 19, 2016

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Residential Tenancy Branch