



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNSD MNDC FF

Introduction

This hearing dealt with monetary applications by the landlord and the tenant. The tenants, the landlord and a witness for the landlord 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 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?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 31, 2014. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$850.00. On August 31, 2014 the landlord and the tenants carried out a move-in inspection and completed the condition inspection report. The tenancy ended on August 20, 2015. On that date, the landlord and the tenants carried out a move-out inspection but the tenants did not sign the condition inspection report.

Landlord's Application

The landlord has claimed monetary compensation for unpaid utilities, lost revenue, unreturned keys and cleaning and repairs. The landlord stated that in the last month of the tenancy the tenants did not clean the unit adequately to make it presentable for potential new renters. The landlord stated that there was a lot of work to do after the tenants moved out.

The landlord claimed as follows:

- 1) \$71.14 for unpaid Hydro from May 27, 2015 to July 24, 2015;
- 2) \$42.90 for unpaid Hydro from July 25, 2015 to approximately September 13, 2015 – the landlord calculated this amount on a prorated basis;
- 3) \$800.00 for repairing and painting doors, walls and trim;
- 4) \$300.00 for cleaning – the landlord's witness, who carried out the cleaning, stated that after the tenants moved out they left several dirty areas, including very dirty and greasy kitchen cabinets; the oven was very greasy; one of the balconies had a very dirty floor; and the baseboards in the living room were very dirty and dusty. The landlord's witness confirmed that she did the cleaning and wrote the invoice for \$300.00;
- 5) \$151.20 for carpet cleaning – the landlord stated that the tenants did not clean the carpet before they moved out. The landlord stated that the invoice she submitted does have the phone number whited out, which the company did themselves because the company changed and they removed the phone number;
- 6) \$10.00 for a visitor parking pass that the landlord stated the tenants did not return;
- 7) \$51.51 for a deadbolt;
- 8) \$850.00 in lost revenue for the first half of September 2015 – the landlord stated that they tried to show the unit to prospective new renters at the beginning of August 2015, but it was too dirty. For example, the bathroom looked like it had not been cleaned in a year. The landlord stated that they told the tenants it was important for them to clean up or they would be on the hook for lost revenue; and
- 9) \$22.50 for registered mail costs to serve the tenants with evidence.

The tenants' response to the landlord's application was as follows. The tenants acknowledged that they owed for unpaid Hydro. The tenants stated that they thought the carpet cleaning invoice was a fake, because the name has been whited out. The tenant stated that they do not think there were any holes in the walls and they tried to

repaint. The tenants stated that they thought the costs for materials and labour for painting and repairs are too high.

The tenants stated that they do not think that the landlord gave them a visitor's parking pass and it is not noted on the move-in inspection report.

The tenants stated that the house is old, and there was normal wear and tear on the carpets and in the kitchen.

Tenants' Application

The tenants stated that on October 15, 2015 they sent the landlord their forwarding address in writing by registered mail. The landlord received the forwarding address in writing on October 18, 2015 and applied on October 30, 2015 to keep the security deposit.

Analysis

Landlord's Application

I find that the landlord is entitled to Hydro costs only for the time period that the tenants were occupying the rental unit and using Hydro. I therefore grant the landlord **\$71.14** for unpaid Hydro from May 27, 2015 to July 24, 2015; and **\$26.21** for unpaid Hydro from July 25, 2015 to approximately August 20, 2015 (calculated as half of the bill from July 25, 2015 to September 24, 2015).

I accept the evidence of the landlord and her witness that the rental unit required cleaning after the tenants vacated. The witness's testimony was very specific. I do not find the tenants' submission reasonable that grease in the kitchen is normal wear and tear. I therefore grant the landlord **\$300.00** for cleaning, as claimed.

The tenants did not dispute that they did not have the carpets professionally cleaned at the end of the tenancy. Generally, if a tenancy lasts a year or more, tenants are required to clean the carpets at the end of the tenancy. I find that in this case the tenants ought to have cleaned the carpets but failed to do so, and therefore the landlord is entitled to **\$151.20** for carpet cleaning.

I find that the landlord is not entitled to the remainder of their claim.

The landlord failed to provide sufficient evidence, such as photographs or witness corroboration, to establish the need for painting and repairs.

The landlord did not provide sufficient evidence, such as a note on the move-in condition inspection report or other record, that the tenants were ever issued a visitor parking pass. Nor did the landlord provide sufficient evidence regarding their claim for a deadbolt.

The landlord failed to provide sufficient evidence, such as photographs or witness statements from potential renters, to establish that the dirty condition of the rental unit prevented the landlord from re-renting.

Finally, participants must bear the costs for registered mail and other costs associated with the dispute resolution process. The only exception is the filing fee, which I address below.

I therefore dismiss these portions of the landlord's claim.

Tenants' Application

I find that the landlord did apply within the required time frame to keep the security deposit. Therefore, the tenants are not entitled to double recovery of the security deposit. The base amount of the security deposit will be offset against the landlord's monetary award.

Filing Fees

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

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord is entitled to **\$598.55**. I order the landlord to retain this amount from the security deposit in full satisfaction of their award, and I grant the tenants an order under

section 67 for the balance due of **\$251.45**. 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: June 10, 2016

Residential Tenancy Branch