



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MND, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, changing the locks, repairs, garbage removal and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Has the landlord established a claim for the cost of cleaning, changing the locks, repairs, garbage removal and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on March 01, 2015 for a fixed term of one year ending on February 29, 2016. At the end of the fixed term, the tenant moved out. Rent was \$3,800.00 per month due on the first of the month. Prior to moving in, the tenant paid a security deposit of \$1,900.00.

A copy of the tenancy agreement and the move in and out inspections were filed into evidence.

The landlord stated that the move out inspection was scheduled for February 29, 2016 and then rescheduled to March 02, 2016. The inspection was eventually done on March 05, 2016. The landlord is claiming half a month's rent as loss of income.

The landlord also stated that the owner initially decided not to re-rent the unit after this tenant moved out and therefore there was no tenant found for March 01, 2016. The owner subsequently changed his mind and the unit was shown to prospective tenants. A tenancy agreement with a new tenant was signed on March 10, 2016 with a start date of April 01, 2016.

During the hearing the landlord withdrew her claim for loss of income for the first half of March 2016. The landlord understood that the unit was not available for rent and therefore she had not suffered a loss of income.

The tenant stated that she had cleaned the unit but agreed to cover the landlord's claim of \$275.00 for cleaning. The tenant also agreed that she owed \$50.00 in late/nsf fees.

The landlord agreed that the tenant had returned one key. The tenant stated that her daughter had mailed the second key to the landlord and the landlord confirmed having received an envelope from the tenant's daughter but it had a hole in it and did not contain the missing key. The landlord replaced the locks and is claiming the cost of replacement from the tenant.

The tenant testified that she put a garbage can by the curb for pick up the day after she moved out. She stated that she returned the next day and found that the garbage can was put back in the house prior to the garbage pick-up and still full of garbage. The landlord agreed that the only garbage left behind was in the can and is claiming the cost of dumping the contents of the can.

The landlord is also claiming for the cost of replacing bulbs which the tenant agreed to. The tenant objected to the landlord's claim of two hours of labor to replace bulbs and clear the garbage can.

The landlord stated that the carpets were not cleaned up to the landlord's standards. The tenant argued that she hired a carpet cleaner and even gave the receipt to the landlord's agent who conducted the move out inspection. The agent accepted the tenant's receipt. The tenant said she was surprised to see the landlord's claim of \$262.50 to have the carpets cleaned, because the landlord's agent did not discuss the possibility of charging her for additional cleaning of the carpet.

The landlord is also claiming \$150.00 to patch up holes and paint the walls. The move in inspection confirms that there were some holes present in the walls at the start of tenancy. The tenant agreed that she had put in 4 holes for her television holder.

The landlord is claiming the following:

1.	Loss of income for March 2016	\$612.90
2.	Late/NSF Fees	\$50.00
3.	Cleaning	\$275.00
4.	Carpet cleaning	\$262.50
5.	Patch/paint walls	\$150.00
6.	Rekey locks	\$205.00
7.	Replace bulbs	\$62.00
8.	Dump fees	\$10.00
9.	Labour to remove garbage and replace bulbs	\$100.00
10.	Taxes	\$18.85
11.	Filing fee	\$100.00
	Total	\$1,846.25

Analysis

1. Loss of income for March 2016 - \$612.90

During the hearing the landlord withdrew her claim for loss of income. Therefore the landlord's claim of \$612.90 is dismissed.

2. Late/NSF fees - \$50.00

3. Cleaning - \$275.00

The tenant agreed to cover both claims of the landlord. Therefore I award the landlord her claim for late/NSR fees and for the cost of cleaning.

4. Carpet cleaning - \$262.50

I accept the tenant's testimony that she rented a steam cleaner, had the carpets cleaned and provided the landlord's agent with a receipt. The landlord stated that the tenant did not clean the carpet to the standards of the landlord. The landlord has filed an invoice for carpet cleaning that was done on March 17, 2016.

Residential Tenancy Policy Guideline #1 provides that an arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant. Based on the testimony of the tenant, I find that the tenant did shampoo the carpets but did not do so to the standards of the landlord. I further find that the landlord's agent accepted the tenant's receipt and did not indicate to the tenant that she was responsible for any additional costs of cleaning of the carpet.

Since the final inspection was conducted on March 05, 2016 and the landlord had showings for prospective tenants after the final inspection, it is possible that the carpet had additional dirt from the showings. The unit was shown for at least five days. The landlord entered into a tenancy agreement with a new tenant on March 10, 2016.

The move out inspection is unclear and hard to read. I accept the tenant's testimony that she provided the landlord's agent with a receipt as proof that she had shampooed the carpet. The landlord had the carpet cleaned on March 17, 2016

Based on Policy Guideline #1 and the above I find that the landlord has not proven her claim for the cost of cleaning the carpet as it was done 12 days after the final inspection and after prospective tenants viewed the unit. In addition the report does not clearly state the condition of the carpets at the time of the move out inspection. Therefore I dismiss the landlord's claim for the cost of carpet cleaning.

5. Patch/Paint walls - \$150.00

The parties agreed that there were some holes in the walls prior to the start of the tenancy and that the tenant made a few more during the tenancy. The landlord has filed a document that is entitled "credit" and is dated March 22, 2016. The document lacks the elements of an invoice as it does not have the required information about the supplier, the tax paid or a business number.

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Residential Tenancy Policy Guideline #1 also provides that the tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises). Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

Since the move in inspection report indicates that there were holes in the walls at the start of tenancy, I find that the landlord is responsible for fixing those holes and painting the walls at her expense. In addition, the landlord has not provided adequate proof of payment and therefore I find that I must dismiss the landlord's claim for patching and painting the walls.

6. Rekey locks - \$205.00

Section 25 of the *Residential Tenancy Act* states that upon the request of a tenant at the start of a new tenancy the landlord must rekey or alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit and pay all costs associated with the changes.

As per section 25, the landlord would be changing the locks if the new tenant requested it and would be doing so at her own cost. In addition, the tenant returned one key to the landlord and the other one was lost in the mail. The landlord could simply have cut a second key or reset the locks. Accordingly the landlord's claim for the cost of changing locks is dismissed.

7. Replace bulbs - \$62.00

The tenant agreed to cover the cost of light bulbs.

8. Dump fees - \$10.00

9. Labour to remove garbage and replace bulbs - \$100.00

10. Taxes - \$18.85

The landlord agreed that the only garbage left behind was in a can. I accept the tenant's testimony that she placed the can on the curb for pick up and it was returned to the house prior to pick up.

I find that the landlord is not entitled to dump fees or labour to remove garbage. The dollar amount of the cost of labour to replace bulbs is not provided and the tax indicated is for other items as well. Accordingly I dismiss all three claims of the landlord.

11. Filing fee - \$100.00

The landlord has proven a portion of her claim and therefore I award her a portion of the filing fee in the amount of \$50.00.

Overall the landlord has established a claim as follows:

1.	Loss of income for March 2016	\$0.00
2.	Late/NSF Fees	\$50.00
3.	Cleaning	\$275.00
4.	Carpet cleaning	\$0.00
5.	Patch/paint walls	\$0.00
6.	Rekey locks	\$0.00
7.	Replace bulbs	\$62.00
8.	Dump fees	\$0.00
9.	Labour to remove garbage and replace bulbs	\$0.00
10	Taxes	\$0.00
11.	Filing fee	\$50.00
	Total	\$437.00

I order that the landlord retain \$437.00 from the security deposit of \$1,900.00 in full satisfaction of the established claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,463.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$1,463.00**.

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: July 27, 2016

Residential Tenancy Branch

