



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlords' claim for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlords and the tenant called in and participated in the hearing. The parties exchanged documentary evidence before the hearing.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?
Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is a basement suite in the landlords' house in Vancouver. The tenancy began in 2013. The monthly rent was \$1,350.00 and the tenant paid a security deposit of \$675.00 on July 17, 2013. There was no written condition inspection report prepared when the tenancy began. The tenancy ended pursuant to a two month Notice to End Tenancy for landlords' use and the tenant moved out of the rental unit on December 1, 2015.

The landlord did not conduct a move out inspection. He said that he was unable to do so because of the tenant's aggressive and hostile demeanour.

In the landlords' application for dispute resolution they claimed a monetary award in the amount of \$1,800.00 however; in the monetary order worksheet the landlords stated a claim for \$1,728.62 as follows:

- | | |
|----------------------------------------------------|------------|
| • Handyman estimate to repair damages to basement: | \$1,000.00 |
| • Locks changed, keys not returned: | \$134.62 |

• Suite cleaning and carpet shampoo:	\$294.00
• Replacement cost for two closet doors:	\$300.00
Total:	\$1,728.62

The landlords testified that the tenant damaged the drywall in the bathroom. The towel bar came off the wall and the tenant then cut large rectangular holes in the drywall where the towel bar had been. He left the large holes in the wall when he moved out. The landlords also claimed that the tenant damaged and stained the carpet in the rental unit. The landlord said the stains appeared to be caused by cat urine. The landlords have not repaired the damage. They submitted an e-mail estimate from a contractor. The estimate, in the amount of \$1,000.00 was said to be for the cost to install owner supplied laminate flooring to replace the stained carpet and to repair the drywall holes in the bathroom.

The landlord testified at the hearing that he has not done the work set out in the estimate. He said that he currently cannot afford to perform the work. The landlords said that the tenant did not clean the rental unit at the end of the tenancy. It was very dirty and messy. The fridge and stove were very dirty. The landlords paid \$294.00 to clean the rental unit and to shampoo the carpet. The landlords testified that the tenant did not return the keys at the end of the tenancy and they had to change the locks. The landlords provided an invoice from a locksmith for rekeying locks and providing new keys in the amount of \$134.62.

The landlord said the tenant damaged the closet doors in the rental unit. He did not provide pictures of the doors to establish the nature of the alleged damage. The landlord submitted a copy of an internet advertisement from a building supply store showing a picture of a sliding door with a price of \$154.00. The landlord said that the cost of the door replacement was less than the associated costs to perform the necessary framing work to remove and replace the damaged doors.

The tenant denied damaging the rental unit. He did acknowledge that the rental unit was not cleaned at the end of the tenancy. The tenant did not return the keys, but he blamed this on the landlord. The tenant said the landlord refused to meet with him and therefore he did not return the keys.

With respect to the holes in the drywall in the bathroom, the tenant testified that the towel rack was insecurely mounted using flimsy plastic anchors into the dry wall. He said that they eventually failed due to the weight of wet towels hung on the rack. The tenant said that the towel rack needed more secure reinforcing behind the drywall and

he cut the holes in order to install the required reinforcing, but after the landlord gave him notice to move he was no longer willing to perform the work at his own expense. The tenant said that he cut the holes in the drywall in August and then became busy with other matters, including travel, then received notice from the landlord and did not complete the work. The landlord disputed the tenant's evidence about the towel bar. He said the same installation method was used in the upstairs unit and there have been no issues with the rack coming off the wall.

Analysis

The tenant acknowledged at the hearing that he did not clean the rental unit at the end of the tenancy. He did not return the keys, although, he said this was due to the landlord's failure to meet with him at the end of the tenancy. I find that the tenant had an obligation to return keys at the end of the tenancy; they could have been dropped off, delivered or mailed. I find that the landlords are entitled to recover the cost to re-key the locks as claimed because the tenant failed to return them. The landlords incurred costs for cleaning, including carpet cleaning in the amount of \$294.00; based on the testimony of the landlords and the pictures provided, I find that the landlords are entitled to recover the cleaning and carpet cleaning cost in the amount of \$294.00 as claimed.

The tenant claimed that the towel rack failed because it was improperly installed. The tenant did not provide evidence that he reported the problem to the landlord or asked to have it repaired; instead, he took it upon himself to effect repairs, but then abandoned the work without completing it. The landlord claimed payment of \$1,000.00 for the cost to perform drywall repairs and as well to remove the carpet and replace it with laminate.

The landlord contended that the carpet was stained and needs to be replaced. I was not provided with any photographs to show the condition of the carpet at the beginning of the tenancy or to show its appearance after it was cleaned at the end of the tenancy. I find that the landlord has failed to establish, on a balance of probabilities that the carpet was damaged during the tenancy to the extent that it needed to be replaced.

Similarly, with respect to the closet doors, the landlord has not shown the damage alleged to have been caused by the tenant and the doors have not been replaced; I find that this claim has not been adequately proved and it is dismissed.

I find that the landlord is entitled to an award for the drywall holes left by the tenant, including an amount for re-painting. The landlord has not done the work; his estimate is of little assistance in fixing an amount for this repair so the award must necessarily be somewhat arbitrary; I fix the award for the drywall repair at \$150.00.

The total of the amounts awarded to the landlords is the sum of \$578.62, being \$294.00 for cleaning, \$134.62 for changing locks and \$150.00 for drywall repairs. The remainder of the landlords' claims are dismissed without leave to reapply. The landlords are entitled to recover the \$100.00 filing fee for their application, for a total award of \$678.62. I order that the landlords retain the security deposit of \$675.00 in partial satisfaction of the award and I grant the landlords a monetary order for the balance of \$3.52 in the event they choose to pursue the balance.

Conclusion

The landlords' claim has been allowed in the amount stated.

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 4, 2016

Residential Tenancy Branch