



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$3266 for the cost of cleaning and damages.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The landlord produced a number and receipts and 7 photographs. However, the landlords failed to produce a Condition Inspection Report for the start and end of the tenancy. The tenants did not produce any documentary evidence.

The tenants acknowledged receipt of the Application for Dispute Resolution/Notice of Hearing in early April 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$1900 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$900 at the start of the tenancy.

The tenancy ended on February 29, 2016. The tenant(s) have remained in the rental unit.

Landlord's Application - Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Analysis

With respect to each of the landlord's claims I find as follows:

- a. The landlord claimed \$135 for the cost of repairing the door to the master bedroom. The tenant testified there was a crack in the door prior to them moving in. The photographs show the door was damaged much more than a crack. I determined the landlords are entitled to \$100 of this claim.
- b. I determined the landlords are entitled to \$162.75 for the cost of carpet cleaning. The tenants failed to clean the carpets prior to moving out. The amount claimed is reasonable.
- c. I dismissed the landlord's claim of \$240 for the cost to replace a portion of the carpet as the landlords failed to prove this damage was caused by the tenants.
- d. I dismissed the claim for the cost to removed garbage to the land fill as the landlords failed to prove the garbage was the tenants rather than previous tenants.
- e. I determined the landlords are entitled to \$100 for the cost of cleaning. I determined based on the all of the evidence that the tenants' failed to properly clean the rental unit when they vacated.
- f. The landlords claimed the sum of \$2500 for the cost of cleaning. They testified the rental unit was painted immediately prior to the tenants moving in. The

tenants dispute this. I am satisfied based on the oral evidence and photographs that painting was necessary. However, I have considered the Policy Guideline #40 which states that the expected life of an interior paint job is 4 years. Further, the landlords wanted to sell the house and they received advice from the realtor that a paint job would assist the sale of the house. I determined the landlords are entitled to \$500 of this claim.

In summary I determined the landlords have established a monetary claim against the tenant(s) in the sum of \$862.75 plus the \$100 filing fee for a total of \$962.75.

Security Deposit

I determined the security deposit plus interest totals the sum of \$900. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$62.75.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$962.75. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$900. In addition I ordered that the Tenant pay to the Landlord the sum of \$62.75.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 16, 2016

Residential Tenancy Branch