



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing was convened in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

- a monetary order for compensation for unpaid rent or utilities and loss or damage pursuant to section 67;
- authorization to retain of all or a portion of the security deposit pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing. The tenant acknowledged service of the landlord's application and evidence package(s).

Issues

Is the landlord entitled to a monetary award for compensation for unpaid rent or utilities and for loss or damage to the rental unit?

Is the landlord entitled to retain all or a portion of the security deposit pursuant to section 38?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background & Evidence

The tenancy for this two bedroom apartment unit began on January 1, 2015 and ended on October 31, 2015 after the tenants provided written notice to end the tenancy. The monthly rent was \$1275.00 and the tenants paid a security deposit of \$637.50 plus a \$55.00 deposit for a key and remote transmitter at the start of the tenancy which the landlord continues to retain. The key and transmitter were returned at the end of the tenancy. A move-in condition inspection report was completed on January 1, 2015. The tenants did not participate in the move-out condition inspection conducted by the landlord on October 31, 2015 nor was a forwarding address provided at the time of move-out. The landlord acknowledged receiving a forwarding address from the tenants verbally on December 1, 2015. The landlord made an application to retain the deposit on December 9, 2015.

The landlord is claiming an amount of \$89.25 for carpet cleaning and an amount of \$56.31 for an unpaid utilities bill. The tenants did not dispute this aspect of the landlords claim and agreed to these amounts being retained from the security deposit.

The landlord is claiming \$300.00 for painting the walls, baseboards and the kitchen and bathroom cabinets. The landlord submitted an invoice dated November 2, 2015 and proof of payment of said invoice as evidence of this painting work being completed. The landlord submitted picture evidence of scratches and scruff marks on various walls and baseboards. The landlord also submits the move-in condition inspection report only indicates a large stain on the carpet and chips in the bathroom sink. The report does not indicate any other deficiencies. The landlord testified the rental unit was renovated prior to the tenants moving in including painting of the walls, baseboards and cabinets.

The landlord is claiming \$185.00 for cleaning of the rental unit at the end of the tenancy. The landlord submitted an invoice dated November 2, 2015 and proof of payment of said invoice. The landlord submits this amount was broken down as \$85.00 for cleaning the blinds and \$100.00 for cleaning the rest of the suite. The landlord submitted various pictures as evidence of the cleaning work required.

The tenants dispute the landlord's claim for damages for painting and cleaning work. The tenants submit that the tenancy was only 10 months in duration and the condition of the rental unit was same on move-out as it was on move-in. The tenants submit that the carpets, cupboards and walls all had previous damage. The tenants submit that they satisfactorily cleaned the rental unit on move-out and that even after cleaning the blinds were stained as they were older blinds.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's testimony and supporting evidence and find that the tenants did not leave the rental unit reasonably clean and undamaged at the end of the tenancy. The condition inspection report submitted by the landlord supports the landlord's claim that the alleged damage was not present at the commencement of the tenancy. The landlord's testimony, picture evidence and move-out condition report support the landlord's claim that there was damage to the walls, baseboards and cabinets and the rental unit was not left reasonably clean at the end of the tenancy. The landlord provided invoices and proof of payment of the invoices in support of the loss suffered for painting and cleaning the rental unit. The landlord's claim for \$300.00 for painting and \$185.00 for cleaning is allowed.

The tenant agreed the landlord could retain \$89.25 for carpet cleaning and an amount of \$56.31 for an unpaid utilities bill. In total, the landlord has established a claim of \$630.56.

As the landlord was successful in this application, I find that the landlord is entitled to recover the **\$50.00** filing fee paid for this application for a total monetary award of **\$680.56**.

The landlord continues to hold a security deposit plus key/transmitter deposit in total of \$692.50. I allow the landlord to retain \$680.56 from these deposits in full satisfaction of the monetary award pursuant to section 38 and section 72 of the Act. The landlord is ordered to return the balance of \$11.94 to the tenants as the key and transmitter were returned at the end of the tenancy.

Therefore, I find that the tenants are entitled to a Monetary Order in the amount of **\$11.94**.

Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of **\$11.94**. Should the landlord fail to comply with this Order, this 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: January 25, 2017

Residential Tenancy Branch