



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Belgravia Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenants 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 affirmed 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?

Background and Evidence

The tenancy began on May 1, 2015 as a fixed-term tenancy to end on April 30, 2016. The parties agreed that at the end of the fixed term, the tenancy would revert to month-to-month. Rent of \$1,550.00 was payable in advance on the first day of each month. At the beginning of the tenancy, the tenants paid the landlord a security deposit of \$775.00. On May 1, 2015 the landlord and the tenants carried out a move-in inspection and signed the condition inspection report.

On July 2, 2016 the tenants emailed the landlord to give notice of their intention to vacate the rental unit on or before July 31, 2016. On that date, the landlord and the tenants met at the rental unit to carry out a move-out inspection. On the condition

inspection report, the tenants indicated that they did not agree with the landlord's assessment of the condition of the rental unit. The landlord confirmed in the hearing that they were able to re-rent the unit for August 1, 2016.

Landlord's Claim

The landlord stated that the tenants left the unit dirty and in need of repairs. The landlord claimed compensation as follows:

1. \$160.00 for eight hours of cleaning, at \$20.00 per hour – the landlord stated that as shown in the move-out condition inspection report and the letter and photographs from the cleaning lady, the rental unit required extensive cleaning. The landlord submitted that the tenants' photographs and video were dark and out of focus; there is no way to verify if they were taken at the beginning of the tenancy; and they are contradictory to what is noted in the move-in condition inspection report;
2. \$75.00 for three hours of repairs, at \$25.00 per hour – the landlord submitted evidence that a handyman assisted the cleaning lady by remounting blinds that the tenants had not properly remounted; pulling out the fridge that was on wheels; unplugging three drains; removing and replacing all six light fixtures, the toilet seat and the bathroom vent, fridge vent and two missing microwave vents;
3. \$150.00 for five hours of painting, at \$30.00 per hour – the landlord stated that the tenant left 25 nail holes in the walls that required painting and there were heavy scuff marks on the walls that could not be cleaned off. The landlord stated that the scuff marks were not noted on the move-in condition inspection report;
4. \$59.70 for a microwave grease filter and \$35.53 for a damaged dryer filter – the landlord stated that the tenants agreed that the cost for the dryer filter could be deducted from the security deposit; and
5. \$1,550.00 for unpaid rent for August 2016 – the landlord stated that they re-rented the unit for August 1, 2016, and I informed the parties that the landlord could not claim what amounted to double rent.

Tenants' Response

The tenants stated that their photographs showing the condition of the unit at the beginning of the tenancy were taken on May 4, 2015. The tenants strongly disagreed that they left the rental unit in a "very dirty" condition. The tenants submitted that the landlord's photographs were very misleading, and that the dirty wet wipes in the photos were from hard-to-reach areas.

The tenants stated that they did cause some general wear and tear, such as a scuff mark on the wall that was created by their couch, but they should not be responsible for those costs. The tenants stated that the nail holes in the walls were small and easily covered by paint. The tenants stated that they had the blinds professionally cleaned even though the landlord did not provide proof that they had been professionally cleaned at the beginning of their tenancy. The tenants stated that they asked for help to remount the blinds but the landlord refused. The tenants' position is that it was the landlord's responsibility to remount the blinds.

The tenants stated that they were not even aware that the microwave was supposed to have a grease filter, and if it was missing it must have been missing at the beginning of the tenancy. The tenants also pointed out that the microwave was not new.

Analysis

I have considered the evidence, and I find as follows.

The tenants' photos of the condition of the unit at the end of the tenancy show very clean items including the toilet and bathtub, the bathroom sink and floor, and inside of the fridge and oven. I find that the tenants left most of the unit in reasonably clean condition, and I do not accept the landlord's evidence that a further eight hours of cleaning was required. However, there were some areas, such as behind and under the fridge, where the tenants were required to clean and did not, so I find it reasonable to grant the landlord **\$40.00** for two hours of cleaning.

I find that the tenants met the requirement to have the blinds professionally cleaned, and it was the landlord's responsibility to remount the blinds. I accept the landlord's evidence that the handyman carried out some tasks that were the tenants' responsibility, such as unplugging drains and replacing light fixtures, and I therefore grant the landlord **\$50.00** for two hours of work by the handyman.

The tenants acknowledged that they left scuff marks and nail holes in the walls. The tenants stated that the holes could be "easily covered" with paint, which is what the landlord did. I find that the landlord is entitled to wall damage repair as claimed, in the amount of **\$150.00**.

The tenants acknowledged their responsibility for the cost of the dryer filter, and I grant the landlord **\$35.53** for the dryer filter.

I find that the landlord did not provide sufficient evidence to show that tenants were responsible for the microwave filter(s). The landlord did not provide the age of the microwave or evidence that they examined the microwave at the beginning of the tenancy to ensure that it had all of its parts. I therefore dismiss this portion of the landlord's claim.

As set out above, the landlord is not entitled to lost revenue for August 2016, as they re-rented the unit and did not suffer any loss of revenue. I dismiss that portion of the application.

As the landlord's application was partially successful, I find that they are also entitled to recovery of the **\$100.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$375.53. I order that the landlord retain this amount from the security deposit in full compensation of this amount, and I grant the tenants a monetary order for the balance of the deposit, in the amount of \$399.47. 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: February 27, 2017

Residential Tenancy Branch

