



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the 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**

Is the landlord entitled to a monetary order for the cost of cleaning, repairs and for the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in July 2015 and ended on June 30, 2017. The monthly rent was \$1,389.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$299.00. The rental unit consists of a townhouse share by four tenants.

The landlord stated that the tenant left the unit in a condition that required considerable cleaning and repair. The landlord filed digital evidence to support her testimony. The landlord also filed a detailed cost of the work done by the landlord's maintenance staff.

The tenant initially stated that the unit was left in a clean condition but during the hearing admitted that the cleaning was not thorough. The condition of the unit with regard to cleanliness and repair was discussed at length.

The landlord agreed to withdraw her claim for garbage removal in the amount of \$35.00. The tenant agreed that he returned some of the keys upon moving out but returned the remainder two days later. However by then the landlord had already changed the locks, in the interest of the security of the rental unit. The tenant stated that he had mowed the grass about a month before the end of tenancy. The landlord's evidence showed that the yard was unkempt and the grass was more than one foot high in places.

The landlord is claiming the following:

1.	Cleaning	\$610.00
2.	Repairs – materials	\$1,654.84
3.	Repairs - labour	\$795.00
4.	Unreturned keys/mowing	\$99.00
5.	Filing fee	\$100.00
	<b>Total</b>	<b>\$3,258.84</b>

### **Analysis**

#### **1. Cleaning - \$610.00**

Based on the testimony of both parties and the digital photographs filed by the landlord into evidence, I find that the tenant left the unit in a condition that required extensive cleaning. The tenant agreed that he had not steam cleaned the carpets. The landlord also filed log entrees of the work done by the maintenance team. Based on the above I find that the landlord is entitled to \$610.00 for the cost of cleaning.

#### **2. Repairs – materials \$1,654.84**

The landlord's evidence indicates that the materials included new carpet, transition strips, kitchen and bathroom countertops and a new refrigerator. The photographs filed into evidence by the landlord show that the carpet was heavily stained and the countertops were damaged and stained. The freezer section of the refrigerator was damaged inside.

The landlord testified that at the start of the tenancy the carpet and the refrigerator were two years and three years old respectively. Therefore at the end of the tenancy the carpet was four years old and the refrigerator was five years old.

Based on the evidence, I find that the landlord was required to replace the carpet and the refrigerator because both could not be salvaged.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet and the refrigerator. As per this policy, the useful life of carpet is ten years and the useful life of appliances is 15 years. Therefore by the end of the tenancy, the carpet had six years of useful life left and the refrigerator had 10 years of useful life left. Accordingly, I find that the landlord is entitled to \$412.20 for the carpet and \$400.00 for the refrigerator which is the prorated value of the remainder of the useful life of these items.

Based on the above the landlord's claim of \$1,654.84 is reduced by \$274.80 for the carpet and \$200.00 for the refrigerator. Accordingly I award the landlord \$1,180.05.

3. Repairs – labour - \$795.00

Based on the testimony of both parties and the landlord's evidence, I find that the landlord is entitled to her claim of \$795.00 for the cost of labour to repair the rental unit.

4. Unreturned keys/mowing- \$99.00

The tenant agreed that he failed to return all the keys on the day he moved out and also agreed that the grass was mowed about one month prior to the end of tenancy. The photographs indicate that the lawn was unsightly with weeds and tall grass. I find that the landlord is entitled to her claim.

5. Filing fee - \$100.00

The landlord has proven her claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Cleaning	\$610.00
2.	Repairs – materials	\$1,180.05
3.	Repairs - labour	\$795.00
4.	Unreturned keys/mowing	\$99.00
5.	Filing fee	\$100.00
	<b>Total</b>	<b>\$2,784.05</b>

I order that the landlord retain the security deposit of \$299.00, in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,485.05. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order in the amount of **\$2,485.05**.

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 12, 2018

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Residential Tenancy Branch