



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for monetary compensation for damage to the rental unit and authorization to retain the security deposit and pet damage deposit. The tenants did not appear at the hearing. The landlord submitted that the hearing documents were sent to each tenant at their forwarding address on October 20, 2017 by registered mail and the registered mail packages were successfully delivered on October 23, 2017. The landlord provided the registered mail receipts, including tracking numbers, as proof of service. I was satisfied that the tenants were duly served with notification of this proceeding and I continued to hear from the landlord without the tenants present.

During the hearing, the landlord stated that the landlord was limiting its entire claim to the amount of the security deposit and pet damage deposit. I amended the claim accordingly since it is non-prejudicial to the tenants.

### Issue(s) to be Decided

Has the landlord established an entitlement to compensation from the tenants equal to or greater than the amount of the security deposit and pet damage deposit?

### Background and Evidence

The tenancy started on August 1, 2015 and the tenants paid a security deposit of \$350.00 and a pet damage deposit of \$350.00. The tenants had given the landlord notice of their intention to end the tenancy at the end of September 2017. The landlord suspected the tenants moved out and upon entered the rental unit after posting a notice of entry. On September 24, 2017 the landlord found the rental unit vacant and the keys were left by the tenants. The landlord proceeded to do the move-out inspection after

getting no response to a telephone call to the tenant. In the days that followed the tenant telephoned the landlord enquiring about the return of the deposits. The tenant came to the property and signed the move-out inspection report on October 4, 2017 indicating she did not agree with the landlord's assessment of the property and the estimated deductions. The tenant wrote on the move-out inspection report that there was no damage by the pet and the unit was due for painting and did not authorize the landlord to retain or make any deductions from the deposits.

The landlord filed this Application for Dispute Resolution seeking compensation for the following items:

1. Cleaning -- \$120.00

The landlord submitted that several areas, especially in the kitchen, required cleaning including the fridge, stove, hood fan and cupboards to get them white again. The landlord provided an invoice from the cleaner in support of the amount claimed.

2. Carpet cleaning -- \$102.90

The landlord had estimated a cost of \$102.90 to have the carpets cleaned based on the amount they are usually charged by the carpet cleaner but in this case the carpets required deodorizing and sanitation due to the smoke smell in the carpets. The actual cost billed to the landlord was \$176.40. The landlord provided a copy of the carpet cleaning invoice that included an extra charge of \$70.00 plus was for deodorizing and sanitization.

3. Paining -- \$400.00

The landlord submitted that the tenants smoked or permitted smoking in the rental unit, leaving the walls and ceiling smelling and stained with nicotine which was especially visible after the tenant's artwork was removed from the walls. The move-out inspection report records that the landlord described smoke damage in the rental unit. The landlord also produced a copy of a complaint written by a tenant in an adjacent unit with respect to the tenants smoking in their unit. The landlord determined it was more cost effective to paint the unit rather than try to scrub the walls and ceiling. The landlord hired a handyman who charged them \$400.00 for labour. The landlord had paint on hand and is not seeking to recover the paint cost from the tenants. The landlord provided a copy of an invoice from the handyman charging the landlord \$400.00 for labour to paint the unit. The landlord testified that the walls were painted fairly recently

before this tenancy began. The move-in inspection report reflects the walls and ceiling were in good condition.

### Analysis

Upon consideration of the unopposed evidence before me, I provide the following findings and reasons.

Under section 37 of the Act, a tenant is required to leave the rental unit reasonably clean and undamaged. Section 37 of the Act provides that reasonable wear and tear is not damage.

#### 1. Cleaning

The landlord submitted that the rental unit required additional cleaning was required in the rental unit and this was not opposed by the tenants. The landlord provided a copy of an invoice to support the amount claimed. Therefore, I grant the landlord's request to recover cleaning costs from the tenants.

#### 2. Carpet cleaning

Residential Tenancy Policy Guideline 1 provides that a tenant is ordinarily expected to have the carpets steam cleaned if the tenancy was greater than one year in duration or the tenant had uncaged pets.

This tenancy was more than one year in duration and the tenants had a pet. Accordingly, I find the tenants are responsible for carpet cleaning. The landlord substantiated that the carpet cleaning cost \$176.40 by way of the invoice provided as evidence. Therefore, I find the landlord has established an entitlement to recover carpet cleaning from the tenants.

#### 3. Painting

The landlord satisfied me that the tenants smoked or permitted smoking in the rental unit which left a smell of smoke in the unit and nicotine staining. I accept the unopposed evidence before me that it is just as or more cost effective to paint the unit to remove the staining and smell from smoking. The move-in inspection report indicates the walls and ceiling were in good condition at the start of the tenancy. While I recognize the tenancy was just over 2 years in duration, and some wear and tear should

have been expected and walls have to be painted from time to time, considering the landlord did not seek cost of paint but limited the claim to the labour charge only, I find the landlord's claim reasonable in the circumstances. Therefore, I find the landlord entitled to recover the painting labour cost from the tenants.

#### 4. Filing fee

Given the landlord's success in this application, I award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of all of the above, I find the landlord has established an entitlement to recover at least \$700.00 from the tenants. Therefore, I grant the landlord's request to retain the tenants' security deposit and pet damage deposit in full satisfaction of the landlord's claims, as requested.

#### Conclusion

The landlord has been authorized to retain the tenants' security deposit and pet damage deposit in full satisfaction of its claims against the tenants.

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: June 01, 2018

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Residential Tenancy Branch