



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding CAPILANO PPROPERTY MANAGEMENT
SERVICES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord on July 15, 2022, under the *Residential Tenancy Act* (the Act), seeking:

- Compensation for the cost of repairing damage to the rental unit caused by the Tenant, their pets, or their guests;
- Retention of the security deposit and pet damage deposit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 pm on April 6, 2023, and was attended by the Tenant, the Tenant's spouse AP, and two agents for the Landlord (Agents) MF and BB. All testimony provided was affirmed. As the Tenant acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), and stated that there are no concerns regarding the service date or method, the hearing proceeded as scheduled. As the parties acknowledged receipt of each other's documentary evidence, and raised no concerns with regards to service dates or methods, I accepted the documentary evidence before me for consideration. The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing.

The parties were advised that interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that pursuant to the Rules of

Procedure, recordings of the proceedings are prohibited, and confirmed that they were not recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration as set out above, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

Issue(s) to be Decided

Is the Landlord entitled to compensation for the cost of repairing damage to the rental unit caused by the Tenant, their pets, or their guests?

Is the Landlord entitled to retention of the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The parties agreed to the following:

- The tenancy ended on June 30, 2022;
- The Tenant sent their forwarding address in writing to the Landlord on July 12, 2022, by mail, and it was received by the Landlord several days later;
- The Tenant paid a \$425.00 security deposit and a \$200.00 pet damage deposit, both of which are still held in trust by the Landlord;
- Sections 38(3) and 38(4) of the Act do not apply;
- Move-in and move-out condition inspections and reports were completed;
- A copy of the move-in condition inspection report was given to the Tenant in compliance with the Act and regulations;
- The tenancy agreement requires the Tenant to have the unit inspected and/or sprayed for fleas upon move-out, which they did not do;
- The tenancy agreement requires the Tenant to obtain written permission to remove the provided window coverings;
- The Tenant removed the window coverings without obtaining written permission from the Landlord or their agents to do so, and failed to return them at the end of the tenancy; and
- The tenancy agreement requires the Tenant to have the carpets cleaned at the end of the tenancy, which they did not do.

The parties disputed whether the Landlord had provided the Tenant with a copy of the move-out condition inspection report as required by the Act and the regulations, and whether the Tenant was responsible for \$1,250.00 in costs incurred by the Landlord to paint and repair drywall, clean the carpets, replace missing drapes, and spray for fleas. The Tenant argued that they should not be responsible for the cost of replacing the drapes, as they were given verbal permission by an agent for the Landlord to remove and dispose of them, and the Landlord has not replaced them. The Agents disagreed, stating that the drapes were replaced at a cost of \$607.61, and submitted an invoice in support of this testimony. The Agents stated the current occupant obtained written permission to remove them and put up their own drapes, which is why the Tenant may believe they were not replaced. They also disagreed that an agent for the Landlord authorized the Tenant to dispose of the drapes.

Although the Tenant acknowledged not having the rental unit inspected or sprayed for fleas at the end of the tenancy as required, they disputed the \$202.25 sought by the Landlord for this service, as they state they were advised it was only \$58.00. The Agents stated that it cost \$202.25 to have the unit inspected for fleas, and therefore the Tenant is responsible for this cost. An invoice in the amount of \$202.25 was submitted.

The Tenant also acknowledged not having the carpets cleaned as required at the end of the tenancy, but argued that as the carpets were always in poor condition during the tenancy, the Landlord should replace them at their own costs rather than seeking compensation for carpet cleaning cost from them. The Agents stated that the carpets were required to be cleaned by the Tenant, that the Tenant did not clean them, and that the Landlord paid \$210.00 to have them cleaned. An invoice for this cost was submitted. The Agents argued that the Tenant is responsible for these costs and that the Landlord is not obligated to replace the carpet, at their own cost, rather than have it cleaned at the Tenant's expense.

Finally, the Tenant argued that they should not be responsible for drywall repair and painting costs as the drywall repairs were needed as the result of a leak that was not their fault, the paint was old and needed to be replaced anyways, and the scuffs they left behind could just have been washed off by the Landlord. The Agents disagreed, stating that they attempted to clean the scuffs without success, and that the drywall repairs referred to by the Tenant are different from the ones the Landlord is seeking compensation in relation to. The Agents stated that although the invoice for painting and drywall repair is higher than the amount they are seeking from the Tenant, it is because the Landlord is only seeking recovery of costs incurred to repair and paint areas

damaged by the Tenant, not the repairs completed due to the water leak. An invoice and paint purchase receipt were submitted in the amounts of \$168.55 and \$236.25, however, the Agents stated that the Landlord is only seeking recovery of \$286.61 of these costs from the Tenant.

Both parties submitted documentary evidence in support of their positions including but not limited to photographs, invoices and receipts, copies of the tenancy agreement and addendums, copies of the condition inspection reports, videos, and copies and reproductions of correspondence between the Tenant and agents for the Landlord.

Analysis

Is the Landlord entitled to compensation for the cost of repairing damage to the rental unit caused by the Tenant, their pets, or their guests?

Carpet Cleaning

Although the Tenant denied responsibility for the cost of carpet cleaning, the tenancy agreement states that the Tenant is required to have the carpets cleaned at the end of the tenancy. Further to this, Residential Tenancy Policy Guideline (Policy Guideline) #1 states that tenants are generally responsible for cleaning or shampooing carpets at the end of a tenancy that is one year or longer in length, and at the end of tenancies of any length, when they have deliberately or carelessly stained the carpet, smoked in the rental unit, or had uncaged pets.

Based on the above, the Tenant was required to have the carpets cleaned at the end of the tenancy not only because it was required by the tenancy agreement, but because their tenancy was greater than one year in length, and they had an uncaged pet. I dismiss the Tenant's argument that they were not required to clean the carpet because, in their opinion, it was in poor condition during the tenancy and should be replaced by the Landlord. Neither the Act, the tenancy agreement, nor Policy Guideline #1 state that tenants are only required to clean the carpets in the above-mentioned circumstances if the carpets were also in what they deem to be good condition during the tenancy. As I am satisfied that the Tenant breached their tenancy agreement and Policy Guideline #1 by failing to have them cleaned at the end of the tenancy, the invoice submitted states that the Landlord paid \$210.00 to have the carpets cleaned, and I find this amount to be reasonable, I award this amount to the Landlord.

Flea Inspection

I likewise dismiss the Tenant's argument that they should not be responsible for the cost of the flea inspection conducted by the Landlord. Again, the tenancy agreement clearly required the Tenant to have the rental unit sprayed for fleas at the end of the tenancy as they had a pet, and the Tenant acknowledged that they failed to do so. If the Tenant wished to have greater control over the cost of this service, they were entitled to have it done themselves prior to the end of the tenancy by a company of their choosing, which they did not do. As a result, I find that the Landlord was entitled to have it done, at the Tenant's expense, by a company of their choosing provided the cost was reasonable, which I find it was. I therefore award the Landlord recovery of the \$202.25 paid for the flea inspection.

Blind Replacement

I award the Landlord recovery of the \$607.61 sought for blind replacement as I am satisfied, based on the invoice, that the Landlord incurred this cost. I am also satisfied that the Landlord only incurred this cost because the Tenant breached the tenancy agreement by not only failing to get written approval from the Landlord or their agents to remove the blinds, but by also failing to return them at the end of the tenancy, regardless of whether they received verbal approval to do so, which I am not satisfied they did.

Painting and Drywall Repairs

Although the Agents argued that they have only sought drywall repair and painting costs associated with damage to the rental unit caused by the Tenant, their pets, or their guests, I am not satisfied that this is the case. The Tenant provided compelling evidence that access holes were cut into the drywall due to a water leak that was not their fault, and the Agents did not provide me with sufficiently compelling documentary evidence or testimony that none of the costs shown on the invoice for drywall repairs were related to the water leak. As a result, I cannot be satisfied this is the case and I therefore dismiss the Landlord's claims for drywall repair costs.

However, I am satisfied that the Landlord was required to paint several areas of the rental unit because the Tenant scuffed the walls, and these scuff marks could not be removed through cleaning. I therefore grant the Landlord recovery of the \$50.56 sought

for paint, and \$118.12 in labor costs, which represents 50% of the labor costs shown on the painting invoice.

In total I find that the Tenant owes the Landlord \$1,188.54 pursuant to section 7 of the Act because the Tenant breached section 37(2)(a) of the Act, their tenancy agreement, and Policy Guideline #1, the Landlord suffered a financial loss in the amount of \$1,188.54 as a result, and that the Landlord acted reasonably to mitigate their loss.

Is the Landlord entitled to retention of the security deposit?

The parties disputed whether the Landlord gave the Tenant a copy of the move-out condition inspection report at the end of the tenancy as required by the regulations. However, I find that the Landlord was entitled to retain the security deposit and pet damage deposit pending the outcome of this Application regardless, as it was filed within the timeline set out under section 38(1) of the Act, the Application related to more than just damage to the rental unit, such as carpet cleaning and flea inspection costs, and the carpet cleaning and flea inspection costs were associated with the Tenant's possession of a pet in the rental unit.

Pursuant to section 72(2)(b) of the Act, I therefore authorize the Landlord to retain the \$425.00 security deposit, and the \$200.00 pet damage deposit towards the above noted amounts owed.

Is the Landlord entitled to recovery of the filing fee?

As the Landlord was successful in most of their claims, I award them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act.

Conclusion

Pursuant to section 72(2)(b) of the Act, the Landlord is entitled to retain the \$425.00 security deposit, and the \$200.00 pet damage deposit.

Pursuant to section 67 of the Act, I grant the Landlord a monetary order in the amount of **\$663.54** for the remaining balance owed by the Tenant to the Landlord, and I order the Tenant to pay this amount. The Landlord is provided with this order in the above terms and the Tenant must be served with this order as soon as possible. Should the

Tenant fail to comply with this order, it 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 Branch under Section 9.1(1) of the Act.

Dated: May 3, 2023

Residential Tenancy Branch