



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

INTRODUCTION

Both parties applied for dispute resolution seeking remedy under the *Residential Tenancy Act* (the Act).

The Landlords applied for a monetary claim of \$1,443.91 for damages and unpaid utilities, to retain the Tenants' security deposit and pet damage deposit (combined deposits) and to recover the filing fee. The Tenants applied for a monetary claim of \$3,100.00, comprised of \$2,500.00 for the return of their combined deposits, \$500.00 in interest plus the \$100.00 filing fee.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

PRELIMINARY MATTER

The Landlords disconnected from the hearing on August 22, 2024, at the 55-minute mark of the hearing. As a result, the hearing was adjourned to August 29, 2024, to ensure a fair opportunity to be heard and where items 4 and 5 were completed after an addition 24 minutes.

ISSUES TO BE DECIDED

Has either party proven a monetary claim under the Act?

What should happen to the Tenants' combined deposits?

Is either party entitled to the filing fee?

BACKGROUND AND EVIDENCE

A partial copy of the tenancy agreement was submitted in evidence. The parties agreed that a fixed-term tenancy began on March 15, 2018, and converted to a month-to-month tenancy after March 14, 2019. The monthly rent was \$2,500.00 per month and due on the first day of each month. A security deposit of \$1,200 was paid by the tenant at the start of the tenancy. The parties confirmed the rental unit was vacated on February 5, 2023.

The Landlords confirmed the home was built in 2008 and that they moved into the home in 2013, and the tenancy began in 2018. The Landlords confirmed that they continue to reside in the home as of the hearing dates.

The Landlords monetary claim is as follows:

1. Utilities of \$79.16
2. Professional carpet cleaning of \$414.75
3. Full repaint/wallpaper removal of \$350.00
4. Repaint/sand wall patches of \$300.00
5. Replacement of missing wall-mounted electric fireplace/heater of \$300.00
6. Filing fee of \$100.00

Item 1 – The Landlords confirmed that the Tenants paid \$79.16 for utilities prior to this item, which I find is now moot and is dismissed without leave to reapply accordingly.

Item 2 – The Landlords have claimed \$414.75 for professional carpet cleaning and submitted a receipt dated May 27, 2024, in the amount of \$498.75, that the Landlords indicated included an area rug charge of \$60.00 plus tax that they are not claiming for.

The Tenants admitted that they did not have the carpets professionally cleaned at the end of the tenancy but testified that they had their own carpet shampoo machine that they used. The Tenants did not submit any photo evidence of the carpets being cleaned or their carpet shampoo machine.

Item 3 – The Landlords have claimed \$350.00 to repaint a bedroom where the Tenants admitted they installed a full wall decal without permission from the Landlords. The Tenants admitted that they did not remove the wall decal before vacating the rental unit, which is supported by photo evidence.

The Landlords stated the home was built in 2008, and the Landlords moved in in 2013 and that the tenancy began in 2018. The Landlords stated they were unsure of when the rental property interior paint was last repainted.

Item 4 – The Landlords have claimed \$300.00 to repaint and sand wall patches. The Landlords indicate in their monetary breakdown that they arrived at this amount using \$50.00 per hour multiplied by 4 hours, plus paint and supplies. The age of the interior paint will be addressed further below.

Several photos were reviewed during the hearing, including one wall with at least 20 wall patches on it, which the Tenants admitted their child had medals hanging from that wall.

Item 5 – The Landlords have claimed \$300.00 for a missing electric wall-mounted fireplace heater (Fireplace Heater). The Tenants admitted that it was there at the start of the tenancy and that they disposed of it as it was not working. The Landlords stated that the Tenants did not advise them that it was not working and had no permission to dispose of the Landlord's personal item and that their explanation during the hearing was the first time they heard this from the Tenants.

The Landlords submitted a document that was of a similar Fireplace Heater in the amount of \$328.92 from an online retailer. The Tenants stated that they stored quite a bit of the Landlords' furniture in the garage and would have stored the Fireplace Heater too if it worked but that it did not, so they disposed of it.

The Tenants have claimed for the return of their \$2,500.00 in combined deposits plus \$100.00 for the filing fee.

The Tenants testified that they provided their written forwarding address via email to the Landlords on May 27, 2024. The Landlords filed their application claiming towards the combined deposits on June 3, 2024. I find the Landlords applied within 15 days of May 27, 2024, and that the combined deposits do not double under section 38 of the Act as a result. Interest on the combined deposits will be addressed below.

ANALYSIS

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Has either party proven a monetary claim under the Act?

Item 1 – As this item was paid by the Tenants before the hearing, it is dismissed without leave to reapply.

Item 2 – The Landlords have claimed \$414.75 for professional carpet cleaning and submitted a receipt dated May 27, 2024, in the amount of \$498.75, that the Landlords indicated included an area rug charge of \$60.00 plus tax that they are not claiming for. I am not persuaded by the Tenants testimony that they shampooed the carpets as they submitted no documentary evidence that they owned a carpet shampoo machine and I find it would be unlikely for the Landlords to clean carpets that were not in need of cleaning after a tenancy of 6 years.

Therefore, consistent with RTB Policy Guideline 1 – Landlord & Tenant – Responsibility for Residential Premises (PG 1) I find the Tenants are responsible for the carpet cleaning cost and I grant the Landlords the full amount claimed of **\$414.75**.

Item 3 – The Landlords have claimed \$350.00 to repaint a bedroom where the Tenants admitted they installed a full wall decal without permission from the Landlords. The Landlords stated the home was built in 2008, and the Landlords moved in in 2013 and that the tenancy began in 2018. The Landlords stated they were unsure of when the rental property interior paint was last repainted.

The Tenants admitted that they did not remove the wall decal before vacating and RTB PG1 requires that any changes to the rental unit not explicitly consented to by the landlord must be returned to the original condition, which I find the Tenants failed to do. While RTB Policy Guideline 40 – Useful Life of Building Elements (PG 40) sets the useful life of interior paint at 4 years, I find the Tenants are responsible for a nominal value to have the wall decals removed, which I grant in the amount of **\$150.00** to reflect the Tenants breach of section 37 of the Act.

Item 4 – The Landlords have claimed \$300.00 to repaint and sand wall patches. The Landlords indicate in their monetary breakdown that they arrived at this amount using \$50.00 per hour multiplied by 4 hours, plus paint and supplies.

RTB PG 1 states that a tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage. I find the Tenants having 20 patches on one wall for medals is excessive, and therefore I grant a nominal amount of **\$150.00** to reflect the Tenants breach of section 37 of the Act.

Item 5 – The Landlords have claimed \$300.00 for a missing electric wall-mounted fireplace heater (Fireplace Heater). Firstly, I find the Tenants disposing of the Landlord's personal property without written permission is equal to theft and therefore, I find the Tenants are liable for the entire cost of **\$300.00** claimed without any depreciation due to what I find was theft.

Is either party entitled to the filing fee?

As the Landlord's monetary claim was partially successful, I grant the Landlords the \$100.00 filing fee under section 72 of the Act.

I do not grant the Tenants their filing fee as I find their application was unnecessary as the Landlords filed against the combined deposits first, which means I would have dealt with the combined deposits regardless of the Tenants' application.

Based on the above, I find the Landlord's have established the following monetary claim of **\$1,114.75**:

1. Moot and dismissed
2. \$414.75 for carpet cleaning
3. \$150.00 nominal for decal removal
4. \$150.00 nominal for excessive wall patches
5. \$300.00 for theft of Fireplace Heater
6. Filing fee of \$100.00

What should happen to the Tenants' combined deposits?

The Landlord continues to hold the Tenants' \$2,500.00 combined deposits, which I find have accrued interest of \$95.50 for a total combined deposits including interest amount of \$2,595.50.

Given my finding that the Landlords have established a total monetary claim **\$1,114.75**, I deduct that amount from the \$2,595.50 in combined deposits including interest and find that the Landlords must return the combined deposits plus interest balance owed to the Tenants of **\$1,480.75**.

I authorize the Landlords to retain **\$1,114.75** from the Tenants combined deposits, including interest, in full satisfaction of their monetary claim.

I grant the Tenants a monetary order for the balance owed by the Landlords to the Tenants in the amount of **\$1,480.75**, under section 67 of the Act.

CONCLUSION

The Landlord has proven a claim of \$1,114.75 and have been authorized to retain that amount from the \$2,595.50 combined deposits, including interest, resulting in a monetary order for the Tenants of the balance owed by the Landlords of **\$1,480.75**.

This decision will be emailed to both parties.

The monetary order will be emailed to the Tenants only for service on the Landlords as required. Should the Landlords fail to pay the amount owed, the Tenants must issue a demand for payment letter when serving the Landlords with the monetary order and be able to prove service before the monetary order can be enforced in the Provincial Court of British Columbia (Small Claims Court).

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 4, 2024

Residential Tenancy Branch