



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and damages to the rental unit, and an order to retain the security deposit in partial compensation of the monetary claim. The landlord and the tenant participated in the teleconference hearing.

### Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on November 1, 2008 as a month-to-month tenancy. The monthly rent at the end of the tenancy was \$650. On October 23, 2008 the tenant paid the landlord a security deposit of \$260. The landlord and tenant did not carry out a move-in inspection. The tenant did not pay rent for May 2009, and the landlord issued a notice to end tenancy for unpaid rent. The tenant vacated the rental unit but did not return keys until May 19, 2009. After the tenant vacated, the landlord carried out cleaning and repairs.

The landlord has claimed monetary compensation as follows:

- 1) \$398.38 prorated rent for May 1 to 19, 2009
- 2) \$130 for two torn blinds – the landlord supplied photographs of the damaged blinds and a receipt in the amount of \$106.96 for the cost of the replacement

- blinds. The landlord claimed the balance of \$23.04 for her labour;
- 3) \$95 to dispose of two bed frames – the landlord submitted photographs of the abandoned bed frames. The landlord did not pay any disposal fees to dispose of the bed frames, but obtained a professional quote of \$197. The landlord disposed of the frames herself and claimed \$95 for her labour;
  - 4) \$273.01 for carpet cleaning and replacement – the carpets were infested with fleas, so the landlord made three purchases of “fly killer,” at a cost of \$26.16, to attempt to eliminate the fleas. This was unsuccessful, so the landlord replaced the carpet with hardwood for \$246.85, at a cost less than the supply and installation of new carpet; and
  - 5) \$180 to clean mold and repaint the walls – the landlord submitted photographs of mold on the walls and badly stained carpet. The landlord submitted a receipt in the amount of \$68.25 for the cost of the paint, and claimed the balance of \$111.75 for labour.

The tenant disputed the landlord’s claim in its entirety. The tenant’s testimony was that she and her mother moved out for health reasons, particularly because of the mold. The tenant stated that she and her mother told the landlord three months before vacating that there was mold, but the landlord did nothing about it. The blinds did not look very new at the time the tenant moved in. The tenant left the bed frames behind because they were moldy. The carpets were damaged because of a problem with flooding, not because of any problem caused by the tenant. The tenant should not have to pay for costs associated with the mold.

The landlord’s testimony was that she always responded promptly to problems with the rental unit, but she really didn’t know about the mold until one week before the tenant moved out.

### Analysis

In considering the evidence, I find as follows. The landlord is entitled to the amount claimed for prorated rent. The tenant did not inform the landlord in writing of the mold

problem, and the landlord denied knowing about the mold. The tenant chose to move out without paying rent for May and without either giving adequate notice or applying for dispute resolution for an order that the landlord resolve the mold problem.

The landlord's claim for the remaining amounts is problematic, as she did not carry out a move-in inspection with the tenant and was therefore unable to provide clear evidence of the agreed-upon condition of the rental unit at the start of the tenancy.

The tenant did not deny that two blinds were damaged, but she did not think the blinds looked very new. The photographs show that one of the two blinds was very badly damaged, while the other blind did not appear to have much damage at all. I therefore find it reasonable to grant the landlord the purchase cost for one blind, in the amount of \$53.48.

Because the landlord did not quantify the hourly rate or the amount of time for any of her labour, I decline to award the landlord any costs for her labour. Further, the landlord did not establish that there was any cost incurred for removing the bed frames. It therefore dismiss that portion of the landlord's claim.

In regard to the issues related to the carpet, the landlord failed to provide adequate evidence of the presence of fleas, or that the landlord took proper steps to attempt to eliminate the fleas before deciding to replace the carpet with hardwood. I therefore dismiss that portion of the landlord's claim.

The landlord's photographs clearly show the presence of extensive mold on the walls, and the tenant did not provide adequate evidence that she brought the problem to the landlord's attention in a timely manner. I therefore find the landlord's claim for the cost of paint to be reasonable, and I grant the landlord \$68.25 for the cost of the paint.

As the landlord's claim was partially successful, I find that she is entitled to recovery of half of the filing fee for the cost of her application, in the amount of \$25.

Conclusion

The landlord is entitled to a total claim of \$545.11. I order that the landlord retain the security deposit and interest of \$260.75 and I grant the landlord a monetary order under section 67 for the balance due of \$284.36. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 22, 2009.