



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1070.51.

Background and Evidence

The applicant testified that:

- The tenants left the rental unit in need of substantial cleaning when they vacated and as a result the landlord had to have the rental unit cleaned.
- The tenants left the carpets dirty and in need of cleaning and as a result the landlord had to have the carpets cleaned.
- The tenants left the yard in need of 3 hours cleaning, and left a large amount of debris behind when they vacated and therefore the landlord had to have the debris removed.
- The tenants left the pavement with staining from vehicle fluids and therefore it had to be cleaned.



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- The tenants left significant wall damage to the rental unit when they vacated, requiring of the walls be repaired and repainted.
- The tenant left the carpet in the rental unit damaged with cigarette burns and with a piece missing from one closet and as a result the landlord had have the carpet repaired.
- Six light bulbs were also missing from the rental unit.
- The tenant only returned one of two keys at the end of the tenancy and as a result the locks had to be changed. The second he was not return until after the locks had been changed.

The applicant is therefore requesting an order as follows:

cleaning premises 4 hours x \$20.00	\$80.00
Carpet cleaning	\$63.00
While repair and repainting	\$262.20
Carpet repairs	\$100.00
Replace light bulbs	\$12.00
Re-key locks	\$45.42
Yard cleaning	\$75.00
Pavement cleaning	\$25.00
Debris removal	\$196.09
Further debris removal	\$35.00
Filing fee	\$50.00
Total	\$988.51

The landlord is therefore requesting that he be allowed to keep the full security deposit plus interest towards this claim that a monetary order be issued for the difference.

The respondent's testified that:

- They believe they left the rental unit in a reasonable state of cleanliness and therefore do not believe the landlord should be charging for any further cleaning.
- The blinds that the landlord has replaced were very old and in poor condition.
- They had the carpets cleaned when they vacated and have provided an invoice as evidence.
- The rental unit had not been painted in four years and therefore needed to be painted just as routine maintenance.
- They never heard of a landlord charging for light bulbs.
- They caused no damage to the carpet as they did not smoke in the rental unit and did not cut any section of the carpet.
- They returned one key when they vacated and then, at a later date, one of the neighbours return the second key for them.
- During the tenancy they maintain the yard on regular basis and they do not believe they should be charged for yard cleaning.
- They never heard of anyone being charged for cleaning pavement where vehicles were parked.
- They believe the landlords staged the photos of debris, as they did not leave a large amount of debris behind, other than some fencing materials that belong to the landlord.

The respondents are therefore requesting that the landlords claim be dismissed and that their full security deposit plus interest be returned to them.

Analysis

It is my finding that the landlord has met the burden of proving that the tenants left the rental unit and property, in need of some cleaning, repairs, and debris removal however I'm not going to allow the full amount claimed by the landlord.



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Cleaning

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required. The tenants were in this rental unit for approximately 4 years and therefore the landlord must expect some normal wear and tear over that period of time.

Damages

Painting

It is generally accepted that landlords can expect to repaint a rental unit approximately every three years due to normal wear and tear and therefore since this rental unit was not painted in the four-year term of the tenancy, I will not allow the full amount claimed for painting. I will allow a portion of the claim due to the need for repairs to the walls as I find that the tenants left the walls with an excessive number of holes and gouges.

I will allow \$100.00

Carpets

It is my finding that the landlord has shown that the tenants left the carpets damaged and for in need of repairs. I do not accept the tenants claim that they did no damage to this carpet as the photo evidence shows otherwise.

I allow the claim for carpets of \$100.00



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Light bulbs

I also allow the claim for missing light bulbs. Tenants are required to replace light bulbs if they burn out if they fail to do so it's reasonable for the landlord to charge the tenants for those burned out light bulbs.

Amount allowed \$12.00

Lock/key replacement

I also allow this portion of the claim. The tenants failed to return all the keys at the end of the tenancy and therefore it was reasonable for the landlord to change the locks before the new tenant moved in.

Amount allowed \$45.42

Yard cleaning and debris removal

I do not accept the tenants claim that the landlords staged the photos to make it look like the conditions were worse than they were as the tenants have supplied no evidence in support of his claim. The photo evidence supports the landlords claim and therefore I also allow the claim for yard cleaning and debris removal.

Amount allowed \$306.09

Pavement cleaning

I deny the claim for pavement cleaning, because the landlord must expect that there will be some vehicle fluids left on the pavement after this length of a tenancy.



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Filing fee

I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing, as I have allowed a large portion of the landlords claim.

Conclusion

I have allowed \$613.51 of this claim. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$456.45

I have issued an order that the Respondent(s) pay to the applicant the following amount:

\$157.06

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: December 03, 2009.

Dispute Resolution Officer