

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The parties agreed that the tenancy began on or about October 13, 2009 and ended on February 28, 2010. Rent was set at \$1,600.00 per month and the tenant paid an \$800.00 security deposit.

The parties agreed that at the end of the tenancy one of the blinds in the bedroom was missing. The missing blind was one of a set of three in that room. The tenant testified that the blind broke and was not usable and agreed that some charge for the blind would be appropriate. The landlord testified that the blinds were approximately 8 years old and that it would cost her \$88.92 to purchase replacements for the three blinds and a further \$56.00 for labour to install the blinds. I find that the landlord is entitled to be made whole, which means she should recover the value of what was lost. Residential Tenancy Policy Guideline #37 identifies the useful life of blinds as 10 years. I find that the tenant deprived the landlord of 20% of the life of the blinds and accordingly find that the tenant should be held responsible for 20% of the cost of replacing the three blinds. I award the landlord \$28.98 which represents \$17.78 for the cost of the blinds and \$11.20 for the labour to replace the blinds.

The landlord seeks to recover \$84.00 (which includes tax) as the cost of cleaning the rental unit and \$131.25 (which includes tax) as the cost of cleaning carpets in the unit at the end of the tenancy. The tenant testified that he thoroughly cleaned the rental unit and provided photographs showing the condition of the unit. The landlord testified that the tenant did not adequately clean cupboard doors which appeared to have oil drips, the floors behind the toilet and a few other areas in the unit. The landlord also provided photographs. The landlord testified that because the occupants of the rental unit had been accused of operating a brothel in the unit, she felt that the carpets had to be professionally cleaned in order to eliminate the risk of disease. The photographs of the landlord clearly show that the cupboard fronts, toilet and surrounding floor and one drain require cleaning. The tenant was responsible to leave the unit in a reasonably clean state and I find that further cleaning was required. However, I find that the required cleaning was minimal and I find the \$84.00 charge to be excessive. I find that \$30.00 will adequately compensate the landlord for the additional cleaning and I award her that sum. As for the carpet cleaning, I find that the photographs show that the carpet was in clean condition at the end of the tenancy. The landlord has no evidence that the carpets required professional cleaning in order to reduce or eliminate the risk of disease. As the tenancy was of a very short duration and I have found that the carpets were adequately cleaned by the tenant, I dismiss the claim for the cost of carpet cleaning.

The landlord seeks to recover \$84.00 as the cost of repairing and repainting walls in the rental unit. The landlord testified that the walls had been freshly painted just prior to the start of the tenancy. The parties agreed that an area of the wall had been damaged and repaired by the tenant, but not repainted. The landlord provided several photographs of damage to the walls, but all of the photographs were close-ups and it was not possible to determine the scale of the damage. Having considered the short duration of the tenancy and the fact that the tenant attempted to repair some of the damage, I find that the damage should be characterized as having gone beyond reasonable wear and tear. I find the landlord's \$84.00 claim to be reasonable and I award the landlord \$84.00.

The landlord seeks to recover one month in lost income. The landlord claimed that she attempted to re-rent the unit for the month of March but the prospective tenants to whom she showed the unit during the tenancy were put off by the tenant's clutter on the countertops and in the bedroom and by the odour of burned oil. The tenant testified that he co-operated fully with the landlord's showings of the unit and that the odour of burned oil was simply that which would ordinarily be expected to result from that type of ethnic cooking. I find that the landlord has not proven that there is a direct link between the actions of the tenant and her inability to re-rent the unit for the month of March. The tenant was free to use the rental unit for the purpose of conducting his daily life and I find that he did not engage in activities which he should have expected would result in the landlord suffering a loss. The landlord's claim is dismissed.

As the landlord has been partially successful in her claim I find it appropriate to award her one half of the filing fee paid to bring her application. I award the landlord \$25.00.

Conclusion

The landlord is awarded \$167.98 which represents \$28.98 for blinds, \$30.00 for cleaning, \$84.00 for wall repairs and repainting and \$25.00 for the filing fee. I order the landlord to retain \$167.98 from the security deposit and I order the landlord to return the \$632.02 balance to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$632.02. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: June 29, 2010
