



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted 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.

Issue(s) to be Decided

This is an application for a monetary order for \$1791.80, a request to retain the full security deposit of \$1700.00, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on September 8, 2010, and the tenants paid a total security deposit of \$1700.00.

This was a fixed term tenancy agreement with an expiry date of February 17, 2013.

The tenants moved out of the rental unit on January 22, 2013 pursuant to an order of possession.

The tenant stated they do not dispute the following portions of the landlords claim:

Glen's lock and safe	\$160.16
Carpet cleaning	\$268.80
Canada Post lock change	\$32.48
Light bulbs and drywall supplies	\$174.69
Total	\$636.13

I deal with the disputed portions below

The landlord testified that:

- Some of the walls in the rental unit were marked up and needed to be repainted. They had last been painted four years prior to the end of the tenancy.
- The tenants left the rental unit in an extremely dirty condition and left a large amount of garbage behind and as he does not live in the area he had to hire a company to remove the garbage and clean the rental property.
- The tenants also took the gas bill out of their name in December 2012, and as a result he had to pay the gas for the rental unit up until the end of the contract on 17 February 2013.

The applicant is therefore requesting a monetary order for the above items as follows:

Items not disputed by the tenants	\$636.13
Painting labour	\$418.32
Painting supplies	\$39.86
Cleaning and garbage disposal	\$2374.40
Fortis gas bill	\$241.80
Filing fee	\$50.00
Total	\$3760.51

The applicant further requests an order allowing him to keep the full security deposit towards the claim and request a monetary order be issued for the balance.

The respondent testified that:

- They totally dispute the claim for painting of the rental unit as they find it to be excessive. They left the rental unit with reasonable wear and tear.
- They also dispute the extremely excessive claim for cleaning and garbage disposal, because although they did leave some garbage behind, and they did not do a thorough cleaning as they were forced out of the rental unit by the landlord on short notice, they did not leave the unit in need of 50 hours of cleaning.
- They also totally dispute the claim for the gas bill, because the landlord evicted them and they therefore do not believe they should be paying for the landlord's gas.

Analysis

As stated above \$636.13 of the claim is not disputed, and therefore I will allow that portion of the claim.

I will not allow the claims for painting and painting supplies. It is not unreasonable to expect to have to paint a rental unit approximately every four years, and since it had been four years since this rental unit was last painted, it's my finding that the landlord must bear the cost of painting the unit.

It is also my decision that I will only allow a small portion of the claim for cleaning and junk removal because the landlord has not supplied a detailed breakdown of what cleaning was done. The invoice from the excavating company that did the cleaning and junk removal simply states there was \$30.00 for dump fees, four hours of trucking costs at \$85.00 per hour for a total of \$340.00, and 50 hours of cleaning at \$35.00 per hour for a total of \$1750.00.

After viewing the photo evidence I can certainly understand the charge for dump fees and trucking of garbage, however there is not enough information provided to justify 50 hours of cleaning of the rental unit. I am willing to allow 10 hours for cleaning based on the photo evidence.

Therefore the amount I will allow for cleaning and junk removal is as follows:

Dump fees	\$30.00
Trucking costs	\$340.00
Cleaning	\$350.00
Total	\$720.00

I will allow the claim for the Fortis gas bill, as the landlord would not have had to pay this gas bill had the tenants stayed to the end of their tenancy. I will also allow recovery of the \$50.00 filing fee.

Therefore the total amount of the claim that I have allowed is as follows:

Items not disputed by the tenants	\$636.13
Cleaning and garbage removal	\$720.00
Fortis gas bill	\$241.80
Filing fee	\$50.00
Total	\$1647.93

Conclusion

I have allowed of \$1647.93 of the landlords claim, and I therefore order that the landlord may retain \$1647.93 of the \$1700.00 security deposit, and the remainder of the security deposit must either be returned to the tenants, or applied towards a previous monetary order issued against the tenants.

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: May 09, 2013

Residential Tenancy Branch