



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for a Monetary Order for \$2370.00 and a request to retain the full security deposit of \$1150.00 towards the claim.

The tenant's application is a request for a Monetary Order for \$1200.00 for return of her security deposit and filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

Has the landlord established a monetary claim against the tenant and if so in what amount?

Has the tenant established a claim for the full return of her security deposit?

Background and Evidence

The tenant stated that she does not dispute the following portions of the claim:

Carpet cleaning	\$325.00
Gen. and the bathroom cleaning	\$325.00
Final utility bill	\$440.98
Total	\$1090.98

I deal with the remainder of the claim below.

The landlord testified that:

- the tenants cheque for a portion of the October 30, 2013 utility bill went NSF and therefore the tenant still owes \$209.07 (a copy of the NSF cheque is included)
- The tenant also owes \$50.00 for an NSF charge, as written in the tenancy agreement.
- The tenant also left the windows of the rental unit and the outside decks in need of power washing and therefore they had to have that done at a cost of \$619.50.
- The tenant also left numerous stickers on walls that took paint off when the stickers were removed and as a result they had to have some painting done at a cost of \$630.00. They did not paint everywhere, only where the walls were damaged.
- When the tenants vacated they found three light switch plates broken, the pot lights under the cabinets were not working, and one ground fault plug was not working and therefore they had to have an electrician repair the damage at a cost of \$288.95.

Therefore they are requesting a total claim as follows:

Undisputed amounts	\$1090.98
October 30, 2013 utility bill	\$209.07
NSF charge	\$50.00
Power washing windows etc.	\$619.50
Painting	\$630.00
Electrical repairs	\$288.95
Filing fee	\$50.00
Total	\$2938.50

The landlord stated she reduces her claim to the \$2370.00 that was applied for on the application for dispute resolution.

The tenant testified that:

- Whenever a cheque went NSF she always replaced it in cash and therefore all utility bills have been paid other than the final bill which she has agreed to pay. Unfortunately she does not have a receipt to verify this claim.
- She does not believe that she should be held responsible for cleaning the exterior windows and exterior of the rental property, as this was not dirt caused by her, it was just normal buildup of dirt from the environment.
- She does admit that they put stickers on the walls, however they were the easy peel stickers that would have come off without causing any damage whatsoever, and therefore she does not believe she should be held liable for any painting costs.
- They did not break any lights witch plates, any damage to the plates existed when they moved into the rental unit, nor did they cause any damage to the pot lights or the ground fault plug. This is normal wear and tear and it was not caused by them.
- She therefore does not believe that she should pay anything further than the amount she agreed on above.

Analysis

Obviously I will allow the portions of the claim which the tenant does not dispute.

I also allow the landlords claim for the outstanding October 2013 utility bill because although the tenant claims that she replaced that NSF cheque, she has provided no evidence in support of that claim.

I will not allow the landlords claim for NSF charge of \$50.00, because the Residential Tenancy Regulations limit the charge for an NSF cheque to \$25.00, and since the tenant was charged \$50.00 on a previous NSF cheque, that \$50.00 covers both NSF charges.

I also deny the landlords claim for window cleaning, as the exterior of the windows are normally the responsibility of the landlord. I will however allow the claim for pressure washing the garage, driveway, and front porch for a total of \$285.00, and garbage removal of \$80.00.

I also allow the landlords claim for painting because the tenant admits that she left stickers on the wall and although she claims they should have come off easily, the landlord has testified that some of the stickers took the paint off when they were removed.

I will not however allow the claim for electrical repairs, because I am not convinced that the electrical problems were the result of any negligence on the part of the tenant. The invoice from electrical contractor is not specific as to what the problem was with the pot lights or the ground fault plug and therefore I have no way of knowing whether this is damage caused by the tenant. I do accept that the electrical switch plates and the vacuum plate may have been caused by the tenant, however the invoice gives no breakdown as to the cost of those plates although I find it likely to be fairly small.

I have allowed a good portion of the landlords claim and therefore 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:

Undisputed amounts	\$1090.98
October 30, 2013 utility bill	\$209.07
Power washing and garbage removal	\$365.00
Painting	\$630.00
Filing fee	\$50.00
Total	\$2345.05

Conclusion

I have allowed \$2345.05 of the landlords claim, and I therefore Order that the landlord may retain the full security deposit of \$1150.00, and I've issued a Monetary Order in the amount of \$1195.05.

The tenant's application is dismissed in full without leave to reapply.

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: June 25, 2014

Residential Tenancy Branch

