



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was a cross-application hearing for Dispute Resolution. The matter was set for a conference call hearing.

The Landlord applied for a monetary order for damage to the rental unit; unpaid rent, and to keep all or part of a pet damage deposit or security deposit in full or partial satisfaction of the claim.

The Tenants applied for the return of the security deposit and to recover the cost of the application fee.

The Landlords and Tenants were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Tenants testified that they received the Landlord's documentary evidence that is before me. The Tenants did not submit any documentary evidence in support of their application or in response to the Landlord's application.

The Landlord's application includes a request to recover unpaid rent; however, the Landlords did not provide any testimony or evidence regarding a loss of rent in the hearing.

Issues to be Decided

- Are the Landlords entitled to retain all or part of the security deposit for damage to the rental unit?
- Are the parties entitled to recover the cost of the filing fee

Background and Evidence

The parties testified that the tenancy commenced on October 1, 2015, as a month to month tenancy. Rent in the amount of \$960.00 was due by the first day of each month. The Tenants paid a security deposit of \$442.50 and a pet damage deposit of \$442.50 to the Landlords.

The Parties testified that the Tenants moved out of the rental unit on May 31, 2017.

The Parties testified that they participated in a move in inspection and a move out inspection. The Landlords testified that the Tenants participated in most of the move out inspection but did not stay to inspect the patio and storage room, and did not sign the condition inspection report. The Tenants testified that they went through the inspection; however, an argument ensued with the Landlord over the condition of the carpets, so they did not sign the inspection report. The Landlord provided a copy of the Condition Inspection Report for this hearing.

The Landlord is seeking compensation from the Tenants for the following items:

Venetian Blind	\$85.06
Blind Installation	\$20.00
Carpet Cleaning	\$168.00
Window Sill Cleaning	\$45.00
Bathroom Cabinet	\$447.99
Cabinet Installation	\$65.00
Patio Cleaning	\$20.00
Cleaning Costs	\$180.00
Cleaning Supplies	\$20.00
Kitchen light bulb	\$10.12

Venetian Blind and Installation

The Landlords submitted that the Tenants are responsible for damaging a venetian blind. The Landlords testified that they purchased and installed a new blind. They testified that the old blind was in new condition. The Landlord provided two black and white photographs of the damaged living room blind. The Landlord provided a receipt for the purchase of a new blind on June 7, 2017, in the amount of \$85.06. The Landlord is also seeking \$20.00 for his labour to install the blind.

In response, the Tenants submitted that the blinds were not brand new when they moved in. The Tenants submitted that their cat did some damage to the blinds.

Carpet Cleaning

The Landlord submitted that the carpets were not clean when the Tenants moved out. They submitted that some areas had stains. The Landlord provided black and white photographs showing stained carpets. The Landlord testified that they hired a professional carpet cleaning company to clean the carpets. The Landlord provided an invoice dated June 13, 2017, from a carpet cleaning company in the amount of \$168.00.

In response, the Tenants submitted that they followed the terms of the lease by shampooing the carpets using a machine they rented from a local store. They submitted that they cleaned all the carpets in the rental unit. The Tenants testified that there were stains on the carpets prior to shampooing the carpets, and that they did not notice any stains after shampooing.

The Tenants submitted that there were issues with the carpets at the start of the tenancy. The Tenants referred to the condition inspection report that shows there were marks on the carpets in the bedrooms. The Tenants submitted that the carpets are very old.

The Landlord replied by testifying that the carpets are approximately 20 years old.

Window Sills

The Landlord testified that the Tenants would let their cat in and out of the rental unit through the window. They submitted that the cat would sit on the window sills and scratch the sills. The Landlord submitted that the cat scratched and damaged three window sills. The Landlord testified that he repaired the damage to the sills and is

claiming \$45.00 for his labour and materials to repair the damage. The Landlord provided three photographs showing scratches on the window sills.

In response, the Tenants submitted that the cat sat on the window ledge but did not go in and out of the window. They testified that they are not responsible for the damage.

Bathroom Cabinet and Installation

The Landlord submitted that the Tenants are responsible for the replacement cost of a bathroom vanity because they tenants never notified that Landlord that there was a water leak. The Landlord submitted that a water leak from the water shut off valve damaged the vanity. They submitted that the vanity needed to be replaced. The Landlords submitted that the vanity was approximately 20 years old. The Landlord testified that they purchased the same style of vanity as the old one.

The Landlord provided black and white photographs of damage to the vanity. The Landlord provided a receipt dated June 13, 2017, in the amount of \$447.99 for the purchase of a vanity. The Landlord is claiming it took him six hours to install the vanity and is claiming \$65.00 for his labour to install the vanity.

In response, the Tenants submitted that they did not notice any damage to the vanity. They testified that the Landlord had a liner on the shelf below the shut off valve. The Tenants submitted that the vanity is 20 years old.

In reply the Landlords submitted that in other tenancies there have not been any previous issues with the shut off valve and that the liner was not placed there to hide previous damage.

Patio Cleaning

The Landlords submitted that the patio was clean at the start of the tenancy and was left dirty at the end of the tenancy. The Landlord provided two black and white photographs showing a dirty patio. The Landlord is seeking \$20.00 for his time to power wash the patio.

The Tenants submitted that they cleaned the patio before they moved out. They submitted that they swept it and hosed it down, but it was hard to clean.

Cleaning Costs and Supplies

The Landlords submitted that the Tenants left the rental unit dirty and the Landlord spent more than 8 hours cleaning the unit after the Tenants moved out. The Landlord referred to the condition inspection report to support their claim. The Landlords provided black and white photographs showing that the rental unit was left in a dirty condition.

In response, the Tenants submitted that they cleaned the bathroom, kitchen and carpets before they moved out. They submit that they spent two days cleaning the bathroom and they cleaned the stove and oven. They submitted that they did a full clean. The Tenants submitted that the Landlords photographs are zoomed in and that the Landlords have a different standard of cleanliness than they do.

Kitchen Light bulb.

The Landlord is claiming for the replacement cost of a burned out bulb in the kitchen. The Landlord provided a receipt dated in June 2017, in the amount of \$10.12 for the purchase of a light bulb.

The Tenants agreed to pay for the replacement cost of the light bulb.

Security Deposit

The Landlord applied on June 15, 2017, requesting to keep the security deposit and pet damage deposit in partial satisfaction of their claims for damage and cleaning.

The Tenants have applied to the return of the security and pet damage deposits.

The Tenants submitted that they provided their forwarding address in writing to the Landlords on May 31, 2017. They submitted that there was no agreement that the Landlord could keep any amount of their deposits.

Analysis

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states that the landlord has 15 days, from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit plus interest to the tenant, reach written agreement with the tenant to keep some or all of the security deposit, or make an application for dispute resolution claiming against the

deposit. If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.

Section 21 of the Residential Tenancy Regulation states:

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

A tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

Residential Tenancy Policy Guideline # 40 Useful Life of Building Elements is intended to help the parties to an application understand issues that are likely to be relevant. The Guideline provides that cabinets have a useful life of 25 years.

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

Condition Inspection Report

I find that the condition inspection report provided by the Landlord is reliable evidence of the state of repair of the rental unit at the start and end of the tenancy. While I accept that the Tenants did not sign the report due to dispute regarding the carpet, the parties agreed that they participated in the inspections and both parties are relying on the contents of the report in their submissions.

Venetian Blind and Installation

The Tenants acknowledged that their cat damaged the blinds. I award the Landlord the full replacement cost and labour of \$105.06 to replace the blinds.

Carpet Cleaning

I find that the carpets are 20 years old and the bedrooms had stains or marks on them at the start of the tenancy. I accept the Landlord's testimony and evidence that the entryway and living room had carpet stains at the end of the tenancy, and I find that the Tenants are responsible for the cost to clean those areas.

I grant the Landlord \$84.00 which is 50% of the amount claimed.

Window Sills

I find that the Tenant's cat sat on the window ledges and scratched the window sill areas and the Tenants are responsible for the costs of \$45.00 to repair them.

Bathroom Cabinet and Installation

I accept that the bathroom cabinet was damaged from a water leak and needed to be replaced. There is insufficient evidence from the Landlord that the Tenants are responsible because they were aware of the leak and failed to take appropriate action. The Tenants stated they did not notice a problem. A Landlord is responsible to maintain a rental unit to proper building standards and there was no testimony provided on when the plumbing fixture was last inspected.

The vanity was nearing the end of its useful life. The Landlords claim for \$447.99 for the full replacement cost and labour of \$65.00 is dismissed.

Patio Cleaning

The Landlords have provided the stronger evidence regarding the condition of the patio at the end of the tenancy. I award the Landlords \$20.00 for the labour cost to power wash the balcony.

Cleaning Costs and Supplies

The Landlords have provided the stronger evidence regarding the condition and state of repair of the rental unit at the end of the tenancy. The photographs and condition inspection report support the Landlords testimony that the unit was dirty. I find that the Tenants left the rental unit dirty. I do not accept the Tenants' submission that this is a case where the Landlord has an unreasonably high standard of cleanliness.

I award the Landlord \$200.00 for the cost of cleaning and materials.

Kitchen Light bulb.

The Tenants agreed at the hearing to pay for the cost to replace the kitchen lightbulb.

I award the Landlord \$10.12 for the lightbulb.

Security Deposit

The Landlords applied to keep the security deposit and pet damage deposit within 15 days from the end of the tenancy. The amount of the deposits does not double. The deposits will be used to set off any successful awards granted to the Landlords.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords were mostly successful in their application, I order the Tenants to pay the Landlords for the cost of the filing fee for this hearing.

The Landlords have established a total monetary claim in the amount of \$564.18 comprised of \$464.18 for damage and cleaning and \$100.00 for the filing fee.

I authorize the Landlords to keep the amount of \$564.18 from the deposits of \$885.00 that they are holding.

I order the Landlords to return the balance of the deposits in the amount of \$320.82 to the Tenants. I grant the Tenants a monetary order in the amount of \$320.82. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlords.

Conclusion

The Landlords established that the Tenants are responsible for costs to clean and repair the rental unit.

I authorize the Landlord to retain the amount of \$564.18 from the security deposit and pet damage deposit. The Landlords are ordered to return the balance of \$320.82 to the Tenants.

I grant the Tenants a monetary order in the amount of \$320.82. This order must be served on the Landlords and may be enforced in Provincial Court.

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 15, 2017

Residential Tenancy Branch