



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes MNR, MNSD, MNDC, FF, SS

Introduction

This matter dealt with an application by the landlord for a monetary order for damages and unpaid rent, and to retain all or part of the security deposit in satisfaction of any monetary order.

The landlord was present at the hearing and the named tenant was represented by his wife.

Issues(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

At the hearing, the landlord gave affirmed testimony that the tenants had vacated the rental unit on July 28, 2008. The landlord had earlier obtained an order of possession requiring the tenants to vacate as of August 31, 2008 and as such, the landlord claims rent in the amount of \$600.00 for the month of August.

The landlord also claims damages for items such as lawn care (\$100.00), utility bill (\$96.82), garbage and cleaning fees (\$150.00) repainting the interior of the premises (\$400.00), replacement of a cabinet(\$150.00) and plumbing repairs(\$277.20).

The tenant at the hearing admits that the rent for the month of August was not paid when they vacated the rental unit. The tenant denies all other of the landlord's claims as either being unfounded or having been paid by the tenant.

Both parties were unable to agree on any of the basic issues claimed and I find credibility difficult to determine. In some of the claims I prefer the evidence of the landlord and in some areas I find that the landlord has not met the burden of proof required to establish a valid claim.

Analysis



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I find that the landlord is entitled to a monetary order for the following:

Unpaid rent for August	\$600.00
Utility Bill	\$ 96.82
Cleaning Cottage and Garbage Removal	\$150.00
Replacement of Vanity Cabinet and Sink	\$150.00
Filing Fee for this Application	\$ 50.00
Total	\$1046.82

In relation to the painting of the rental unit, I find that the landlord has not established unreasonable wear and tear, and that the unit had not been repainted since 2004, and as such the landlord bears the cost of the repainting.

The landlord has not established that lawn cutting was a part of the tenant's obligations, and I dismiss that part of the landlord's claim. The landlord's claim for the plumbing repairs as the landlord has not established how the tenant should bear that cost.

Conclusion

I order that the landlord may retain the security deposit plus interest in the amount of \$309.46 and I make a monetary order for the balance of \$737.36 in relation to this application. The order may be filed with and enforced as an order of the Provincial Court of British Columbia.

Dated: September 30, 2008

Dispute Resolution Officer