

## **DECISION**

**Dispute Codes:** MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for compensation for damage under the Act, regulation or tenancy agreement and to retain the security deposit in partial satisfaction of the claim. Despite having been served with the notice of hearing and the application for dispute resolution on August 14, 2008 by registered mail, the tenant did not participate in the conference call hearing.

### **Issue to be Decided**

The landlord is seeking a monetary order claiming \$2750.00.

The issue to be determined based on the testimony and evidence is whether the landlord is entitled to monetary compensation for damages done to the rental property.

### **Background and Evidence**

On May 14, 2007, the tenant paid \$475.00 security deposit. On the same day, a move-in condition inspection was done and the report was signed by both the landlord and tenant. On May 15, 2007, the tenant began her tenancy with an obligation to pay a monthly rent of \$950.00 due in advance on the first of each month. On May 23, 2008, the landlord served the tenant with 2 months notice to end tenancy for landlord's use of property. On August 2, 2008, the tenant ended her tenancy.

The landlord said that on August 1, 2008, she attempted to do a move-out inspection with the tenant but they were not yet moved out. She added that she did not make a second attempt to do a move-out inspection with the tenant because the tenant's husband behaved in a very threatening and abusive manner towards her on August 1.

On August 2, 2008, after the tenant moved out, the landlord inspected the property by herself. She found numerous damages. She submitted 47 photos and gave testimony in support of her assertion in this regard.

The landlord is claiming \$1200.00 for cleaning, \$100.00 for cleaning supplies, \$1000.00 for replacing the stove and fridge, \$200.00 for garbage disposal and \$200.00 for yard work.

### **Analysis**

The landlord testified in a straightforward and consistent manner. At no time did she try to exaggerate any of her evidence. I have therefore found her to be a credible witness. And I have accepted all of her evidence as credible and trustworthy.

#### **Cleaning**

The conditions of the inside of the rental property are well documented by the photos. These photos show various parts of the house such as floors, walls, window sills, counter tops, shelves, sinks, taps, tub, toilets to be unclean and in some cases, severely soiled. The landlord said that Clause 1 of the addendum to the tenancy agreement states that the tenant was allowed to have only one cat, one rabbit and one fish during her tenancy. But when the tenant moved out, she had seven cats and three dogs. The landlord described the inside of the house to be covered by fly feces. She said that it took her and her mother 60 hours to clean the house and she is claiming \$1200.00 for their labour. I note that the move-in inspection report indicates that the inside of the property was in good condition at the start of the tenancy. I am therefore allowing the landlord's claim for \$1200.00 for cleaning.

#### **Cleaning supplies**

I am allowing the landlord's claim for \$100.00 for cleaning supplies which is documented by receipts submitted.

### Fridge and stove replacement

The landlord said that at the end of the tenancy, the conditions of the stove and fridge were such that they had to be replaced. Several submitted photos show the stove and the fridge to be severely soiled and moved to a pile of garbage in the yard for disposal. I note that the move-in condition inspection report indicates that the stove and the fridge were in good condition at the start of the tenancy. The landlord said that she had purchased a new fridge and stove for approximately \$1600.00. The landlord is claiming for \$1000.00 for replacing the old stove and fridge. Having considered the landlord's testimony that the old stove and fridge were "quite old – maybe 20 years old", I am allowing a claim of \$200.00 for replacing them.

### Garbage disposal

The amount of garbage and debris both inside and outside of the house is well documented by photos submitted. The landlord said the tenant's husband was a mechanic and left various car parts in the yard. She added that she has already made 5 trips in a truck to the dump to rid of the various types of garbage. The metal parts left in the yard are yet to be disposed. Based on the above, I am allowing the landlord's claim of labour and gas for \$200.00

### Yard Work

The landlord said that the yard was largely unattended to during the tenancy. And when the tenant moved out, the weeds were so high that she had to wade through them. I note that one of the photos shows the height of the grass or weeds by the wooden foundation of the property to be at least one to two feet. The landlord added that she has already done substantial clean-up of the yard but needs to remove all of the garbage before she could complete the work. I note Clause 2 of the addendum to the tenancy agreement dated April 27, 2007 states that the "tenant is responsible to maintain the yard in a presentable manner ie. Mown lawn, remove garbage, etc." Based on the above, I am allowing the landlord's claim of \$200.00 for labour for cleaning up the yard.

I find that the landlord has established a total monetary claim of \$1950.00 comprised of \$1900.00 in damages and the \$50.00 filing fee for the cost of this application. I order that the landlord retain the security deposit and interest of \$483.72 in partial satisfaction of the claim leaving a balance due of \$1466.28.

### **Conclusion**

I hereby grant the landlord a monetary order under section 67 for \$1466.28. This order must be served on the tenant and may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 02, 2008.