



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MND MNDC FF

## **Introduction**

This hearing dealt with an application by the landlord for a monetary order for damage to the rental unit or property and for compensation for damage or loss under the Act, regulation or tenancy agreement.

## **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on October 1, 2006 and ended on October 15, 2008 when the tenants moved out. The landlord inspected the rental unit on October 25, 2008 and discovered damage to the rental unit and property. As set out in the landlord's letter of November 2, 2008, the landlord claims against the tenants as follows:

1. The carpet in the room across from the bathroom has 2 large holes in it right to the sub-floor. Cost to purchase new carpet and install \$600.00
2. The carpet in the two other bedrooms has snags as you can see in the picture and need to be replaced as well. Cost to purchase new carpet and install \$1000.00
3. Shampoo the front room carpet and downstairs carpet. \$150.00
4. All walls upstairs need to be repainted due to excessive wall hanging and shoddy cover-up work, please see pictures. Cost to repaint interior of house \$1000.00

5. Wall in basement was painted in crazy colors and was to be restored to old neutral color upon exiting the house, please see picture, as this will have to be repainted also. Cost to paint this \$100.00
6. Ceiling in kitchen has some black marks on it. Cost to repaint this \$50.00
7. Rear door screen and window frame broken. Cost to repair \$100.00
8. Cleaning of the entire house will cost at least. \$250.00
9. Damage done to back yard from dogs, holes dug along the fence and pile of stuff left in place along the fence. \$150.00
10. Old oil jugs abandoned in back yard this is an environmental issue. Cost of removing and disposing of this oil. \$100.00

In support of his application the landlord submitted photographs, a copy of a move-out inspection report that the landlord completed on October 25, 2008 without the tenants present, receipts showing the purchase of new carpets on August 18, 2006, receipts for paint purchased in March, July and August 2006. The landlord's testimony was that he did carry out a move-in inspection with the tenants but he no longer had a copy of the move-in inspection report.

The response of the tenant was as follows. The tenant and her family lived in the house for two years, and much of the damage the landlord is claiming is normal wear and tear, including the damage to the carpets and the walls as a result of wall hangings. The tenant acknowledged that her kids did paint the one wall. The tenant also acknowledged that there were two little black marks on the kitchen ceiling but she disputed that they would require painting. In regard to the rear door screen the tenant's testimony was that there was no screen on the door at move-in, and the tenants therefore should not be responsible for this cost. In regard to cleaning at move-out, the tenants arranged for someone to do the cleaning but apparently that person did not do it. The dogs did do some damage to the back yard, but the tenants cleaned up before they moved out. The jugs in the back yard do not contain oil, but rather waste from the dogs that the tenants cleaned up before they moved.

**Analysis**

In considering all of the documentary and testimonial evidence, I find that the landlord has established that the tenants caused damages that amounted to more than normal wear and tear. However, in determining the amounts to which the landlord is entitled, I must consider the average “useful life” of carpets, which is 10 years, and interior paint, which is 4 years. I therefore reduce the amounts for carpets by 20 percent and the amounts for paint by 50 percent. The landlord is therefore entitled to \$480 for the carpet claimed in item 1, \$800 for the carpet in item 2, \$500 for painting claimed in item 4, \$50 for the painting claimed in item 5 and \$25 for the painting claimed in item 6.

The tenant acknowledged that cleaning was not done and that the dogs had damaged the back yard. I therefore find that the landlord is entitled to the full amounts claimed for cleaning the remaining carpets, at \$150 (item 3), cleaning of the entire house, at \$250 (item 8) and cleaning and repair of the back yard at \$150 (item 9). The landlord’s photograph of the “oil jugs” in the back yard show large buckets that are labeled as containing oil, and I therefore accept the landlord’s evidence on this point and find that the landlord is entitled to \$100 to remove them (item 10).

As the landlord did not provide a move-in inspection report to verify the condition of the back door screen, or provide a break-down of the amount claimed for the screen and the amount claimed for the window frame, I find that the landlord is not entitled to claim the amount claimed in item 7 and I dismiss that portion of the landlord’s claim.

The landlord is entitled to recovery of the \$50.00 filing fee.

**Conclusion**

I grant the landlord an order under section 67 for the balance due of \$2855.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 19, 2009