

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

### **Preliminary Matter**

At the outset of the hearing, both parties indicated that they took no issue with the service of documents.

### **Issue to be Decided**

Whether the landlord is entitled to a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim?

### **Background and Evidence**

On August 28, 2007, the landlord collected a security deposit from the tenant in the amount of \$500.00. The tenancy began on the same day. A monthly rent of \$1000.00 was payable in advance on the first day of each month. The tenant moved out on November 30, 2008. On the same day, the landlord and tenant conducted a move out condition inspection. The tenant refused to sign the resulting report.

### **Analysis**

During the hearing, the landlord withdrew her claim for \$410.00 as cost of labour in installing the carpet. The tenant said that she did not dispute the landlord's claim for these items and would accept responsibility for their payment.

Garbage and pet waste removal	\$ 144.00
Garbage dump fees (4 trips)	\$ 63.75
Cleaning the unit	\$ 144.00
Outstanding rent for November	\$1000.00

I therefore allow a claim of \$144.00 for garbage and pet waste removal, \$63.75 for garbage dump fees, \$144.00 for cleaning the unit and \$1000.00 as unpaid rent for November.

The remaining items claimed by the landlord that are disputed by the tenant are as follows.

Front and back doors	\$ 321.30
Labour for installing doors	\$ 280.00
Removal of pet stained carpets	\$ 144.00
New carpet and flooring (50% of costs)	\$1406.75
Cost of labour for installing flooring / carpet	\$ 540.00
5 gallons of paint	\$ 150.00
Labour for painting	\$ 288.00
Loss of income for Dec 1 to 15	\$ 500.00

#### Replacing Front and Back Doors

The tenant did not dispute that her boyfriend had damaged the front door. She said that she was unaware of the damages to the back door but she did not dispute that the damage occurred during her tenancy.

The tenant said that she had replaced the front door. However she was unable to put on the metal part for the lock because the door did not fit the existing door frame. To support her claim, the tenant submitted a receipt from Wescon Doors dated January 26, 2009 for the amount of \$40.00. The landlord submitted a

photo of the front door installed by the tenant. The photo shows a plywood door without any lock. Based on the above, I find that the landlord has proven that the front and back doors needed to be replaced. The landlord submitted a receipt dated December 2, 2008 from Dodd's Labour and Building Supplies for the purchase of 2 doors for the amount of \$321.30. The landlord also submitted a quote for \$280.00 as labour for installing these two doors. The landlord said that the installation has completed and the cost matches that of the quote. Based on the above, I find that the landlord has proven her costs in replacing the front and back doors. I therefore allow a claim for \$601.30 for replacing the two doors.

### Carpet and Flooring Replacement

With respect to the carpet and flooring of the house, the landlord gave the following evidence. Her mother lived alone in the property prior to this tenancy. Her mother had no pet except for a bird. The hallway and dining room carpet was 5 year old when the tenant moved in. When the tenant moved out, she found the carpet throughout the house to be severely damaged by pet stains. As well, a few of the areas were ripped. Therefore, she found it necessary to replace the carpet throughout the house.

The tenant admitted that she had two dogs inside the property and that one of the dogs was a pup who was undergoing training. The tenant disputed that her dogs had caused stains to the carpet. She said that there were stains on the carpet that were covered by rugs before she moved in. As well, at one time, the hot water tank leaked and caused water to seep into the dining room. She had also notified the landlord of mould issues. She admitted that certain areas of the carpet were ripped by vacuuming.

To support her claim, the landlord submitted letters from her gardener and cleaning person who had done work on the property before the tenant moved in. In a letter dated January 15, 2009, the cleaning person said that prior to the

tenant moving in, the carpet was in reasonable condition. In a letter dated December 1, 2008, the gardener described the condition of the carpet to be “what a mess” after the tenant moved out. The landlord also submitted numerous photos to show the condition of the carpet after the tenant moved out. Specifically, photos 9, 10, 14, 15, 17, 18, 19, 20, 21, 24, 27 and 28, show severely soiled and in some cases, dark brown stained carpet.

Based on the above, I find that the landlord has proven that the tenant had caused damages to the carpet. The landlord said that it took her son 7 to 8 hours to remove all the damaged carpet from the property. At a rate of \$18.00 an hour, she is claiming for \$144.00 as her son’s labour. The landlord submitted an estimate for \$2813.51 for replacing and carpet and floor and a quote for \$540.00 for the labour to complete this work. The landlord added that the work has already completed and the costs match those indicated by the estimate and quote. The landlord is claiming 50% of the costs of the carpeting due to the age of the carpet. Having considered the age of the carpet, the previous incident of water leak and possible stains on the carpet prior to this tenancy, I find the landlord’s claim to be reasonable. However, I find that the labour in removing the old carpet and installing the new carpet and flooring should also be discounted by 50%. I therefore allow a total claim of \$1748.75 for replacing the carpet.

### Painting

With respect to the walls of the house, the landlord gave the following evidence. When the tenant moved out, the walls were very dirty. She tried cleaning the walls with water and bleach but the dirt and stains did not come out. In addition, the tenant painted the bathroom and hall but the work was not “suitable” and she decided to repaint those areas as well. To support her claim, the landlord submitted a letter from the cleaning person who attested to how clean the property was before the tenant moved in. The landlord also submitted photos

showing the condition of some of the walls after the tenant moved out. Specifically, photo 8 and 22 show certain walls to be badly soiled and stained

The tenant did not dispute that the walls were dirty and stained. She said that she tried to wash the walls of two of the rooms but the dirt and stains did not come off. She added that she did not have time to wash the rest of the house down. She maintained that there was no damage to the walls and disputed the necessity to repaint the walls.

Based on the above, I find that the landlord has proven that the condition of the walls was such that they needed to be repainted after the tenant moved out. The landlord is claiming for \$150.00 for 5 gallons of painting and \$288.00 for two days of labour. The landlord added that she had in fact spent more than \$150.00 in paint and she and her husband had completed the painting. I find the landlord's claim in this regard to be reasonable. I therefore allow a total claim of \$438.00 for repainting the house.

#### Loss of Income

The landlord is claiming for ½ month's rent in the amount of \$500.00 as loss of income. She explained that she needed a minimum of 2 weeks to complete all of the repairs. Having considered the amount of repairs that needed to be undertaken, I allow a claim of \$500.00 as loss of income.

#### Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$4639.80 in damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$510.13 in partial satisfaction of the claim and I grant the landlord an order under

section 67 for the balance due of \$4179.67. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 5, 2009.