

DECISION

Dispute Codes: MND, MNR, OPR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on December 24, the tenants did not participate in the conference call hearing.

Preliminary Matters

At the outset of the hearing, the landlord said that the tenants moved out of the rental unit on or before December 22. The landlord was therefore withdrawing their application for an order of possession. Accordingly, I dismiss the landlord's application for an order of possession.

The landlord also stated their intention for the application to include an order to retain the security deposit in partial satisfaction of the claim. However, they had mistakenly omitted to check off the appropriate box in the application form. The landlord asked for the application to be amended to have this ground added. I note that in the "Details of the Dispute" section of the application, the landlord wrote, "MNSD: The Landlord requests an order to retain the security deposit of \$375.00 paid on June 8, 2007 plus interest in satisfaction of the claim". Based on the above, I find the application to contain sufficient notice to the tenants regarding the landlord's intention in this regard. I therefore allow the landlord's request to amend this application to include this additional ground.

Issues to be decided

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

Background and Evidence

On June 8, 2007, the landlord collected from the tenants a security deposit in the amount of \$375.00. On June 29, 2007, the landlord and the tenants conducted a move in condition inspection. Both parties signed the resulting report which was submitted as evidence. The tenancy began on July 1, 2007. A monthly rent in the amount of \$1317.00 was payable in advance on the first day of each month. On November 28, 2008, the tenants gave written notice to the landlord that they would be moving out on December 31. The tenants failed to pay rent in the month of December and on December 10, the landlord served the tenants with a notice to end tenancy for non-payment of rent. On December 4, the landlord conducted a pre move-out assessment of the rental unit and the resulting report was submitted as evidence. On December 22, the landlord found the rental unit to be abandoned. On December 23, the landlord conducted a move out condition inspection without the tenants. The resulting report was also submitted as evidence.

Analysis

The landlord is seeking recovery of the following unpaid rent and costs incurred in addressing the damages.

Outstanding rent for December	\$1317.00
Carpet cleaning	\$ 140.00
4 hours of cleaning	\$ 100.00
Painting	\$ 275.00
Drapery cleaning	\$ 35.44

Outstanding rent for December

Based on the above, I find that the landlord has established a claim for unpaid rent for December in the amount of \$1317.00.

Carpet Cleaning

Clause 5B of the tenancy agreement signed by the tenants on June 8, 2007 states that following: "The carpets have been professionally cleaned for the Tenant's move in. The tenant will be required to have the carpets professionally cleaned on move-out, regardless of the length of tenancy". The landlord said that the tenants did not clean the carpet when they moved out. Based on the above, I find the landlord to have proven that the tenants are responsible for the cost incurred in cleaning the carpet.

At the time of the application, the landlord estimated the carpet cleaning to be \$140.00. During the hearing, the landlord said that the carpet cleaning was completed and the cost was \$189.00. However, they did not have time to submit the receipt, therefore they agreed for their claim to remain at \$140.00. Based on the above, I allow a claim of \$140.00 for carpet cleaning.

Cleaning

The landlord said that when the tenants moved in, the rental unit was clean whereas when they moved out, it needed further cleaning. In particular, the downstairs walls were especially dirty with crayon, pen and tape marks on them. As well, the tenants left behind 23 planters (some of them as large as 3 feet by 2 feet by 3 feet in height and weighing as much as 60 pounds) and they had to be removed. The landlord's assertions in this regard were supported by the move in and move out condition inspection reports; the pre move-out assessment report and testimony given by the building caretaker, TB. Based on the above, I

find the landlord to have proven that the rental unit needed further cleaning when the tenants moved out.

The landlord said that their cleaning staff took 8 hours to complete the cleaning of the rental unit. However, they are claiming only 4 hours at \$25.00 an hour for a total of \$100.00 as stated in their application. Based on the above, I find the landlord to have proven the cost for cleaning of the rental unit to be \$100.00 and I allow a claim for this amount.

Painting

Exhibit 7 contains a document which shows that the rental unit was painted 10 days before the tenants moved in. The landlord said that when the tenants moved out, they found the downstairs walls to be especially dirty, with some damages and in need of painting. The landlord's assertion in this regard is supported by notations made in the pre move out assessment report and the move out condition inspection report. Based on the above, I find the landlord to have proven that the tenants have caused damages to the downstairs walls and that these walls needed to be painted.

The landlord said that they had obtained 3 quotes for painting the downstairs walls and selected the lowest quote. A copy of a quote from "Arctic" for the amount of \$350.00 was submitted as evidence. The landlord is seeking recovery of only \$275.00 as they had considered the normal wear and tear factor in this tenancy. Based on the above, I find the landlord to have proven the cost incurred in painting the walls to be \$275.00 and I allow a claim for this amount.

Drape Cleaning

The property manager, SL, said that in June of 2007, new drapes and blinds were installed in the rental unit. SL's assertion in this regard was supported by

the move in condition inspection report which indicates new drapes were installed throughout the rental unit. The landlord also said that before the tenants moved out, they had given the tenants a move out package. In this package, the landlord specifically reminded the tenants to clean the drapes. But the tenants did not do so. Based on the above, I find the landlord to have proven that the tenants did not leave the drapes in the same condition as when they moved in and that the drapes needed to be cleaned.

The landlord said that at the time of the application, they estimated the drape cleaning to be \$35.44. They have since completed the drape cleaning and the cost was \$74.42. However, they did not have time to submit the receipt. They are therefore seeking recovery of \$34.55, an amount they asked for in their application. Based on the above, I find the landlord to have proven the cost of the drape cleaning to be \$35.44 and I allow a claim for this amount.

Conclusion

Based on all of the above, I find that the landlord has established a claim of \$1317.00 for unpaid rent and \$550.44 for 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 \$383.86 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1533.58. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 17, 2009.