

DECISION

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for unpaid rent and costs incurred in addressing the damages. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on February 15, 2009, the tenant did not participate in the conference call hearing.

Preliminary Matter

During the hearing, the landlord withdrew his application for a monetary order for the filing fee of \$50.00.

Background and Evidence

On September 1, 2006, the landlord collected a security deposit from the tenant in the amount of \$650.00. The tenancy began on the same day. Rent in the amount of \$1350.00 was payable in advance on the first day of each month. The tenant failed to pay rent in the months of December, January and February and on February 5, the landlord served the tenant with a notice to end tenancy for non-payment of rent. On February 6, the landlord found the tenant to have moved out of the unit. No move in condition inspection was conducted when the tenant moved in. On February 6, the landlord conducted a move out condition inspection without the tenant and completed a resulting report.

Unpaid Rent

The landlord is seeking recovery of unpaid rent of \$1100.00 for December, \$1350.00 for January and \$1350.00 for February for a total of \$3800.00. Based on the landlord's undisputed testimony and documents submitted, I find that the landlord has established a claim of \$3800.00 for unpaid rent.

Costs Incurred in Addressing the Damages

The landlord is also seeking recovery of the following costs incurred in addressing the damages.

Carpet Cleaning

The landlord said that the tenant did not clean carpet when he moved out and submitted one photo showing a stain on the bedroom carpet. Based on the landlord's undisputed testimony and the documentary evidence, I find that the tenant had left the carpet dirty and that the carpet needed cleaning. The landlord is seeking recovery of \$246.75 for carpet cleaning and submitted a receipt dated February 14, 2009 from a carpet cleaning company. Based on the above, I find that the landlord has proven the carpet cleaning cost and I allow a claim of \$246.75.

Replacing the Glass Fireplace Door

The landlord said that the glass fireplace door was cracked during the tenancy. To support his claim, the landlord submitted a photo showing a cracked glass fireplace door. Based on the landlord's undisputed testimony and the documentary evidence, I find that the tenant had damaged the glass fireplace door and that it needed to be replaced. The landlord is seeking recovery of \$192.64 for such replacement and submitted a receipt dated February 7, 2009 from a glass company. Based on the above, I find that the landlord has proven the cost for replacing the glass fireplace door and I allow a claim of \$192.64.

Repainting House

The landlord said that the tenant left the walls damaged with smoke and holes. The landlord submitted several photos showing various damages to the walls. Based on the landlord's undisputed testimony and the documentary evidence, I find that the tenant had damaged the walls to the extent that they needed to be repainted. The landlord said that he put in his own labour in repainting the house

and is seeking recovery of \$274.94 for the costs of the materials. The landlord submitted receipts dated February 13, May 9 and May 15 from Home Depot which total to \$274.94. Based on the above, I find that the landlord has proven the costs incurred in addressing the damages to the walls and I allow a claim of \$274.94.

Other Claims of Damages

The landlord said that he also had to replace 1) the two missing smoke detectors, 2) and the two closet doors from the bedroom that were warped, mildewed and stored in the garage. The landlord submitted receipts for the purchase of these items. However, the landlord did not want to claim for these items and asked to withdraw his application for a monetary order for these costs. I therefore dismiss the landlord's claim for the costs incurred in addressing these damages.

Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$4514.33 comprised of \$3800.00 in unpaid rent, \$246.75 for carpet cleaning, \$192.64 for replacing the glass fireplace door and \$274.94 for painting supplies. I order that the landlord retain the security deposit and interest of \$670.80 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3843.53. This order may be filed in the Small Claims Court and enforced as an order of that Court.