

DECISION

Dispute Codes: MNSD, FF

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

On May 8, 2008, the landlord collected a security deposit from the tenant in the amount of \$425.000. The tenancy began on June 1, 2008 for a fixed term ending on May 31, 2009. A monthly rent in the amount of \$850.00 was payable in advance on the first day of each month. The tenancy ended on March 1, 2009.

The landlord is claiming the following costs incurred in addressing the damages.

Cleaning

Both parties agreed that cleaning was needed for the rental unit. The landlord is claiming \$280.00 as cleaning cost. The landlord submitted an invoice dated March 30, 2009 for this amount. He explained that the cleaning took 5 hours at a rate of \$56.00 per hour. The tenant said that the cleaning should take no more than 30 minute to one hour and that the cost should be no more than \$50.00. I have considered the move in and move out condition inspection report and the photos submitted by the landlord. These documents show that the unit needed substantial amount of cleaning. Based on these documents, I find the landlord's claim for 5 hours of cleaning to be reasonable and I allow a claim of \$25.00 per hour for a total of \$125.00.

Closet Door and Wall Repairs

The landlord gave the following evidence regarding the closet door repair. The lower hinge of the closet door was broken. As well, the area surrounding the hinge was

chipped. The closet door was not standard size and hard to replace. Therefore, the landlord flipped the door around so that the damaged side would be facing inside of the closet, repaired the chipped area and repainted the door. The tenant did not dispute that the damage had occurred during the tenancy. He said that the door was old and therefore the hinge became broken. He denied that he should be responsible for the damage. Based on the above, I find that the damage to the closet door had occurred during the tenancy and that such damage is not a result of normal wear and tear of the tenancy. Accordingly, I also find that the tenant is responsible for its repair cost.

The landlord gave the following evidence regarding the walls repair. Three walls by the entrance door and one wall in the living room had black marks on them. He tried to wash them off but they would not come off. As well, the kitchen wall by the stove had grease splattered throughout. The grease marks could not be washed off. Therefore, he scraped the grease marks off and in the process, the paint also came off. At the end, the landlord found it necessary to repair and repaint all of these walls. The tenant denied there were black marks on the four walls as described the landlord. He acknowledged that there were grease marks on the kitchen wall but said that they could be washed off. I have considered the move in and move out condition inspection report and the photos. These documents show that there were marks on the four walls and grease marks on the kitchen wall. I find the landlord's assertion that these walls needed to be repaired and repainted to be reasonable.

The landlord is claiming a total of \$215.00 as costs for repairing the closet door and for repairing and repainting the walls. Considering the landlord has included the costs of materials in his claim, I find the amount claimed to be reasonable. I therefore allow a claim for \$215.00.

The landlord has established a total claim of \$340.00 as costs incurred in addressing the damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord to retain \$390.00 from the security deposit and interest of \$429.15. The landlord is to return the balance of security deposit and interest in the amount of \$89.15

to the tenant.

Dated June 16, 2009.