

DECISION

Dispute Codes: MND, MNSD, FF

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

On March 6, 2008, the landlord collected a security deposit in the amount of \$690.00 from the tenant. The tenancy began on April 1, 2008. All parties agreed that the unit was brand new when the tenant moved in. The landlord and her property manager said that move in and move out condition inspections were completed but no report was submitted for the hearing. On March 31, 2009, the tenant moved out of the unit.

The landlord is seeking these costs in addressing the damages.

Baseboard and Walls

The landlord said that the baseboards and the walls in the den had dents and numerous scratch marks on them. The landlord's testimony was supported by several photos and the testimony of the property manager.

The tenant agreed that she had caused the dents and scratch marks on the walls in the den. She explained that she used the den for storage and there was no light in there. The tenant also agreed that she had caused the scratch marks on the baseboards but said she did not notice the dent on the baseboard when she moved out.

I have considered the fact that the unit was brand new when the tenant moved in and find that the tenant had likely caused the dent on the baseboard. Based on

the all of the above, I find the tenant to be responsible for the damages to the walls and baseboards in the den.

The landlord is seeking recovery of \$700.00 as costs for addressing these damages. To support her claim, the landlord submitted an estimate from a construction company quoting \$100.00 for replacing the baseboards and \$600.00 for repairing and repainting the walls in the den. I note that it has been nearly 4 months since the tenant moved out and the landlord has not yet commenced the work in repairing these damages. I have also given little weight to the estimate from the construction company as no other comparables were submitted. Based on the above, I find reasonable to allow 40% of the estimated cost for the amount of \$280.00.

Carpet Replacement

Both parties agreed that the carpet in front of the washing machine was stained during the tenancy. The tenant contended that such stains were caused by water seepage from the washing machine. She said that she is now living in another unit in the building and finds the same problem occurring with the carpet in front of the washing machine.

I note the tenant said that during the tenancy, she had never notified the landlord of the water seepage problem with the washing machine. Furthermore, the tenant has not provided any evidence to support her allegation that such damage is pervasive to other units in the building. I therefore find that the tenant has not proven that the damage was caused by a malfunctioning washing machine. Even if such damage was caused by a malfunctioning washing machine, I find the tenant to have a duty to notify the landlord in order to mitigate the potential damage. Accordingly, I also find that the tenant is responsible for the damage to the carpet in front of the washing machine.

The landlord said that there was a stain in the middle of the living room. To support her claim, the landlord submitted a photo showing the stain. The landlord added that he did not notice such stain during the move out condition inspection because at the time, the carpet was still wet from the carpet cleaning ordered by the tenant. The tenant said that she never saw this stain before and denied having caused it. I have considered the fact that the unit was brand new when the tenant moved in. I also find the landlord's explanation about not noticing the stain during the move out condition inspection to be reasonable. I therefore find that the tenant had likely caused the stain in the living room.

The landlord is seeking recovery of \$2250.00 for replacing the carpet in the two rooms. To support her claim, the landlord submitted an estimate from a construction company quoting a total of \$2250.00 for replacing the carpet in the two rooms.

Again, I note that the landlord has not commenced the work of replacing the carpet. I have also given little weight to the estimate as no other comparables were submitted. Furthermore, I note that the stains as shown in the photos are limited to small areas in the two rooms. Accordingly, I find reasonable to allow 10% of the estimated cost for the amount of \$225.00.

Conclusion

Based on the above, I find that the landlord has established a total claim of \$505.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord to retain \$555.00 from the security deposit and applicable accrued interest of \$698.51 and return the balance of \$143.51 forthwith to the tenant.

Dated June 09, 2009.