

Dispute Codes:

MNR

MND

FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages to the rental unit; and to recover the filing fee from the Tenants for the cost of filing the application.

I reviewed the evidence provided by the parties prior to the Hearing and this matter proceeded on its merits.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order and if so, in what amount?
- Is the Landlord entitled to recover the filing fee from the Tenants?

Background and Evidence

Landlord's testimony and evidence

- The tenancy started on November 1, 2006. Monthly rent for the rental unit was \$1,650.00 per month. A copy of the tenancy agreement was provided into evidence. Rent was due on the first day of each month, but the parties had a verbal agreement that the Tenants could pay rent in the amount of \$765.00 bi-weekly. The Tenants owe the Landlord the amount of \$4,172.00 in unpaid rent.
- The Landlord purchased the rental unit 3 years ago. The rental unit is a single family dwelling, which was built in 1983 and renovated just before the Landlords bought it. The Landlords rented the house to another tenant for two months before the Tenants moved in.
- The Tenants vacated the rental unit on February 28, 2009. When the Landlord met with the Tenant JM to do the move-out inspection, they were alarmed by the damages, which included: all walls damaged by crayon, marker or patched holes; holes in doors which were filled in with drywall mud; deeply soiled carpets smelling of cat urine; stains on the kitchen ceiling; cracked tiles in the entrance

foyer; stair hand rail missing; no light fixtures in the garage; dishwasher damaged; damaged drywall behind fridge; and marks on the vinyl deck. The Landlord submitted photographs depicting the damages left by the Tenants.

- The carpets were approximately 5 years old when the Tenants moved in to the rental unit, and had to be replaced because of the damage. The rental unit was painted 3 years ago. The Tenant returned all but one of the keys to the rental unit.
- The Landlord submitted copies of some of the invoices for the following repairs, which were for damages done by the Tenants:

1. Carpets	\$965.27
2. Carpets	\$283.51
3. Prepping walls for painting	\$588.00
4. Installing carpets	\$409.50
5. installing carpets	\$678.96
6. Painting walls (labour and materials)	\$2,268.00
7. Supply and install new lights	<u>\$200.00</u>
SUBTOTAL	\$5,393.24
- In addition, the Landlord had to replace 4 doors, 2 bi-fold doors, tiles in the foyer, and keys.
- The landlord applied for a total monetary order, including unpaid rent and damages, in the amount of \$12,844.50.

Tenants' testimony and evidence

- The Tenants agreed that they owe the Landlord rent, but not the amount the Landlord is claiming. The Tenants stated that the amount owing in unpaid rent is actually \$3,630.00, and submitted copies of bank statements to support their claim.
- There was no move in inspection done. The ceramic tiles in the foyer were broken when the Tenants moved in.
- The Tenants accepted responsibility for damaging two doors, but stated that the doors were original doors, circa 1983. The Landlord has replaced the doors with superior quality doors because he was selling the rental unit and the Tenants do

not believe they should pay for the Landlord's renovations. The two bi-fold doors were damaged when the Tenants moved in.

- The carpets were stained when the Tenants moved in and were probably also the original carpets from 1983. The carpets in the upstairs bedrooms were stained and smelled of urine, from the previous tenant's dog.
- The lights in the garage were discoloured and old with heat cracks. The Tenants replaced the lights, but took them down when they moved. The Tenants left new fixtures on the counter for the Landlord, which were similar quality to the lights that were there when the Tenants moved in.
- The Tenants did not damage the dishwasher. It didn't work when the Tenants moved in and the Tenants had to wash dishes by hand.
- The Tenants touched up the walls with mud before they moved out, ready for paint.

Analysis

RE: Unpaid rent

I accept the Landlord's evidence with respect to the amount owing in unpaid rent. The Tenants record of accounting was incomplete with respect to rent owing for February 13, 2009. I award the Landlord \$4,172.00 in unpaid rent.

RE: Damages

There was no move-in inspection done and therefore no documentary evidence with respect to the condition of the house when the Tenants moved in. The Landlord provided photographs, which I find support his claim with respect to the damaged walls. The Tenants agreed that they damaged two doors. The Tenants agreed that they removed the lighting fixtures from the garage. The remainder of the damages claimed by the Landlord has not been proven, and therefore the portion of the damages relating to replacing the carpets; replacing 1 door and 2 bi-fold doors; replacing the dishwasher; replacing the keys; and replacing the tile is dismissed.

The invoices supplied by the Landlord indicate an amount of \$588.00 for prepping the walls and \$2,268.00 for painting the walls. I accept that an extraordinary amount of

prep work had to be done in order to make the walls ready for painting. The Residential Tenancy Policy Guideline indicates useful life of interior paint to be 4 years. I accept the Landlord's testimony that the walls were painted 3 years ago. Therefore, I award the Landlord the amount of \$1,155.00 for painting the walls, calculated as follows:

Cost of prep work	\$588.00
¼ of the cost of painting walls	<u>\$567.00</u>
TOTAL	\$1,155.00

I also award the Landlord the amount of \$200.00 for replacing the light fixtures in the garage, together with \$200.00 for replacing two inside doors.

The Landlord has been partially successful in his claim and is entitled to recover the cost of the filing fee from the Tenants.

The Landlord has established a monetary order, as follows:

Unpaid rent	\$4,172.00
Damages	\$1,555.00
Filing fee	<u>100.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD	\$5,827.00

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a monetary order for \$5,827.00 against the Tenants. This order must be served on the Tenants and may be filed in the

Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.