

DECISION

Dispute Codes: MND, MNDC, MNSD, SS, FF

This hearing dealt with an application by the landlords for a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on May 14, 2009, the tenants did not participate in the conference call hearing. The tenants submitted a package of documents but they were not at the hearing to enter these documents as evidence. I have therefore not accepted or considered these documents as supporting evidence for this hearing.

On December 29, 2007, the landlords collected a security deposit from the tenants in the amount of \$725.00. On the same day, the parties inspected the unit and agreed that there were a 3 inch scratch on the floor and a slat of the living room blind was bent. These two pre-existing damages were noted in the tenancy agreement signed by both parties on December 29, 2007. The tenancy began on January 1, 2008. Rent in the amount of \$1475.00 was payable in advance on the first day of each month. On April 30, 2009, the tenants moved out of the unit. A move out condition inspection and report were completed on April 29, 2009 but the tenants refused to sign the report.

The landlords are claiming the following costs in addressing the damages.

Floor Replacement

The landlords said that at the end of tenancy there were numerous scratches, dents and chips on the bamboo floor. To support their claim, the landlords submitted 9 photos showing the damages. As well, the landlords referred to the move out condition inspection report which states these damages. Based on the landlords' undisputed testimony and the documentary evidence, I find the

landlords to have proven that the tenants had caused numerous scratches, dents and chips to the floor.

The landlords are claiming for \$735.00 as cost for replacing the floor. To support their claim, they submitted an invoice dated April 28, 2009. I have considered that the unit is 4 years old and that there was a 3 inch scratch on the floor when the tenants moved in and I find reasonable to allow 50% of the total claim for the amount of \$367.50.

The landlords are also seeking recovery of the cost of cleaning up the kitchen sink, counters and the dust caused by the workmen who replaced the floor. I note that the floor replacement invoice was dated April 28, 2009 and this indicates that the floor replacement was completed by that date. However, there was no notation showing that such cleaning was required on the move out condition inspection report dated April 29, 2009. Based on the above, I find the landlords not to have proven that the tenants are responsible for further clean up of the kitchen area and the dusts. I therefore dismiss the landlords' claim in this regard.

Water Filter Replacement

The landlords said that the tenants did not replace the water filter in the fridge as they found the water coming out of it to taste awful. To support their claim, the landlords referred to the move out condition inspection report which states that the fridge "needs new H2O filter". Based on the landlord's undisputed testimony and the documentary evidence, I find that the water filter in the fridge needed to be replaced. I note that section 6 of the tenancy agreement requires the tenants to maintain appliances in good working order. Accordingly, I also find that the tenants are responsible for replacing the water filter in the fridge.

The landlords are seeking recovery of \$31.50 as replacement cost and \$15.00 as one hour labour in purchasing and installing the new water filter. To support their claim, the landlords submitted an invoice dated May 6, 2009. Based on the

landlords' undisputed testimony and the documentary evidence, I find that the landlords to have proven the cost of replacing the water filter and I allow a claim of \$46.50.

Shower Diverter Replacement

The landlords said that the shower diverter was damaged and needed to be replaced. To support their claim, they submitted the move out condition inspection report which indicates that the shower diverter was not working. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that the shower diverter was damaged during the tenancy.

The landlords are seeking recovery of \$38.71 as replacement cost and \$15.00 for one hour labour in purchasing and installing the new shower diverter. To support their claim, they submitted a receipt dated May 16, 2009. Based on the landlords' undisputed testimony, I find that the landlords have proven that the cost of replacing the shower diverter and I allow a claim of \$53.71.

Cleaning Blinds

The landlords said that the blinds in the living room and solarium were grimy and dirty and they had to clean each individual slat by spraying, wiping and re-wiping. To support their claim, the landlords submitted a move out condition report which indicates that the mini blinds in these two rooms were dirty. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that the blinds needed to be cleaned.

The landlords are seeking recovery of \$60.00 for 4 hours of labour and \$16.12 as cost of the cleaning supplies for a total of \$76.12. The landlords described the unit as being 590 square feet in size and to have 4 sets of blinds. I have considered the size of the unit and the number of blinds that required cleaning and I find reasonable to allow 40% of the total claim for the amount of \$30.44.

Carpet Stains Removal

The landlords said that the tenants left several stains on the carpet which did not come out after the carpet cleaning. Specifically, there were several pink wax stains on the carpet. To support their claim, the landlords submitted 2 photos and the move out condition inspection report. The landlords added that the tenants were aware of these stains and told them that the carpet cleaner could re-clean for a cost of \$90.00 but that the chemicals might damage the carpet. The landlords decided to try and remove the wax stains themselves. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that the tenants have left several wax stains on the carpet.

The landlords are seeking recovery of \$30.00 for 2 hours of labour and \$3.00 as cost of the cleaning supplies for a total of \$33.00. I have considered the number of stains on the wax stains on the carpet and I find reasonable to allow 50% of the total claim for the amount of \$16.50.

Cleaning Stove Top and Oven

The landlords said that the tenants left the stove top and oven dirty and needed to be cleaned. To support their claim, they submitted a photo and a move out condition inspection report indicating these areas were dirty. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that at the end of tenancy, the stove top and oven needed cleaning.

The landlords are seeking recovery of \$30.00 for 2 hours of labour and \$3.00 as cost for the cleaning supplies for a total of \$33.00. I find reasonable to allow 50% of the total claim for the amount of \$16.50.

Dishwasher Door Spring and Links Replacement

The landlords said that the tenants had caused damage to the door of the dishwasher. Specifically, they found the dishwasher door to fall flat when they

opened it during the move out condition inspection. To support their claim, the landlords submitted the move out condition inspection report. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that the tenants had caused damage to the dishwasher door.

The landlords are seeking recovery of \$52.50 for 3.5 hours of labour and \$82.57 as cost of the materials for a total of \$135.07. The landlords said that a repair company had given them a verbal quote of \$139.00 for repairing the problem and they decided to complete the repair themselves. To support their claim, the landlords submitted 3 receipts for the purchase of the parts. I find reasonable to allow \$30.00 for 2 hours of labour and the cost as claimed. I therefore allow a claim of \$112.57.

Cleaning Bathroom Tiles

The landlords said that the tenants left the bathroom tiles dirty. To support their claim, the landlords submitted two photos showing the bathroom tiles to be dirty and green. As well, the landlords submitted a move out condition inspection report. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that at the end of tenancy, the bathroom tiles needed to be cleaned.

The landlords are seeking recovery of \$15.00 for one hour of labour and \$3.00 as cost of the cleaning supplies. I find the landlords' claim to be reasonable and I allow a claim for \$33.00.

Cleaning Baseboards and Window Seats

The landlords said that the tenants left the baseboards and window seats throughout the unit dirty. To support their claim, the landlords submitted several photos and the move out condition inspection report. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords

have proven that the baseboards and window seats throughout the unit needed to be cleaned.

The landlords are seeking recovery of \$18.50 for 1.25 hours of labour. I have considered the size of the unit and find reasonable to allow \$7.50 for 1/2 hour of labour.

Couch Cover Replacement

The landlords said that at the start of the tenancy, they had supplied a couch to the tenants. After 5 months, they removed the couch upon the tenants' request and put it in storage. At the end of tenancy, they took the couch out of storage and discovered that there were chew marks on the couch. The landlords removed the couch sometime in June of 2008 and the damage was not discovered until sometime after the end of April of 2009. The tenants therefore did not have possession and use of the couch for 10 months before the end of tenancy. Based on the above, I find that the landlords have not proven that the tenants are responsible for the damages to the couch. I therefore dismiss the landlords' claim in this regard.

Cleaning Dryer Drum

The landlords said that there were grease marks inside the dryer drum. To support their claim, they submitted 3 photos and the move out condition inspection report. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that at the end of tenancy, there were grease marks in the dryer drum.

The landlords are seeking recovery of \$7.50 for ½ hour of labour and \$2.00 as cost of the cleaning supplies. I find the landlords' claim to be reasonable and I allow a claim for \$9.50.

Rug Replacement

The landlords said that the tenants' dogs had damaged the rug in the den by chewing on it. To support their claim, the landlords submitted two photos and the move out condition inspection report. Based on the landlords' undisputed testimony and the documentary evidence, I find that the landlords have proven that the rug in the den was damaged during the tenancy.

The landlords are seeking recovery of \$22.40 as cost of replacing the damaged rug. To support their claim, they submitted a receipt dated April 30, 2009 for this amount. I have considered the landlords' testimony that the existing rug was 1 ½ years old and I find reasonable to allow 70% of the total claim for the amount of \$15.68.

Conclusion

Based on the above, I find that the landlords have established a total claim of \$709.40. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$735.97 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$23.43. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated August 12, 2009.