



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MND, MNSD and FF

### **Introduction**

This application, made by the landlords, was brought forward from an earlier application heard on May 25, 2009 in which the landlords' application was dismissed with leave to reapply on concerns regarding the address of service for the tenant.

The application seeks a Monetary Order for damages to the rental unit, authorization to retain the security and pet damage deposits in set off, and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing by registered mail sent on July 23, 2009 and successfully delivered on July 30, 2009, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to a Monetary Order for the rent damages and in what amount and recovery of the filing fee, and authorization to retain the security and pet damage deposits in set off against the balance owed.

## **Background, Evidence and Analysis**

This tenancy ran from August 1, 2006 to February 28, 2009. Rent was \$895 per month and the landlords hold security and pet damage deposits of \$447.50 each, both paid on July 24, 2006.

During the hearing, the landlords submitted detailed claims for damage to the rental unit and I find as follows:

**Unpaid share of hydro bill – \$243.83.** This part of the claim is allowed in full.

**Carpet purchase (\$452.09) and installation (\$495.52) - \$947.61.** The landlords gave evidence that replacement of the carpets was necessitated by soiling caused by the tenant's pets. As they stated that the carpets had been installed four years prior to the tenancy, I find that some depreciation must be factored into this claim. Therefore, I find the tenant is responsible for half the cost of replacement which is \$473.80.

**General cleaning - \$140.** The landlords gave evidence that the rental unit was in significant need of cleaning at the end of the tenancy. This part of the claim is allowed in full.

**Hauling and dump fees - \$150.** The landlords stated that because of refuse, including a bed spring, left behind, they had to hire a truck and pay dump fees in this amount. This part of the claim is allowed in full.

**Painting and wall repairs, etc. - \$1,200.** The landlords gave evidence that at the end of the tenancy, holes in the walls and a door necessitated patching and repainting of the

rental unit that had been repainted one year prior to the tenancy. They stated that this charge also included repairs to the toilet which was off its position and repair of damaged tiles. Taking into account some allowance for the length of the tenancy and the age of the paint job, and normal wear and tear, I reduce this part of the claim to \$600.

**Replace three light fixtures and shower curtain - \$64.48.** The landlords attributed this part of the claim to three broken light fixtures and the need to replace the shower curtain. This claim is allowed in full.

**Filing fee - \$50.** As the landlords' application has succeeded in large on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding.

Thus, including authorization to retain the security and pet damage deposits in set off against the balance owed, I find that the landlords are entitled to a Monetary Order calculated as follows:

<b>Monetary Award to Landlords</b>		
Hydro bill	\$ 243.83	
Carpet replacement	473.80	
General cleaning	140.00	
Hauling and dump fees	150.00	
Painting and repairs	600.00	
Light fixtures and shower curtain	64.48	
Filing fee	50.00	
Sub total	\$1,722.11	<b>\$1,722.11</b>
<b>Tenant's Credits</b>		
Security deposit	\$ 47.50	
Interest (July 24, 2006 to date)	14.56	
Pet damage deposit	447.50	
Interest (July 24, 2006 to date)	14.56	
Sub total	\$924.12	<b>- 924.12</b>
<b>Balance owed to landlord after deposits retained</b>		<b>\$ 797.99</b>

**Conclusion**

Thus, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$797.99 for service on the tenant.