



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

These applications were brought by both the landlord and the tenant.

By application of July 8, 2009, the landlord sought a Monetary Order for damage to the rental unit and recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

By application of September 23, 2009, the tenants seek a Monetary Order for the return of his security deposit on the grounds that the damages claimed by the landlord constitute normal wear and tear.

Issues to be Decided

The landlord's application requires a decision on whether the landlord is entitled to a Monetary Order for the damages claimed, and authorization to retain the security deposit in set off.

The tenants' application requires a decision on whether they are entitled to return of their security deposit.

Background, Evidence and Analysis

This tenancy began July 1, 2005 and ended on June 30, 2009. Rent was \$805 and the landlord holds a security deposit of \$420 paid on July 14, 2005. The parties conducted condition inspections on move-in and move-out, and the tenant stated that he did not agree with damages identified by the landlord on the move-out report.

The tenant provided a forwarding address in writing on July 6, 2009 and the landlord's July 8, 2009 application is within the 15 days permitted under section 38(1) of the *Act*.

During the hearing, the landlord submitted claims for damages, supported by photographic evidence and receipts, the tenant responded, and I find as follows:

Painting - \$150. The landlord submitted a receipt for \$871.50 for painting and surface repairs in the rental unit and claims the \$150 portion after taking into account depreciation and normal wear and tear. Based on photographic evidence, I find this claim to be fair and reasonable and it is allowed.

Carpet cleaning - \$105. The landlord originally estimated \$105 on this part of the claim. The final invoice was for \$115.50 but the landlord stated that he only claims the original estimate presented to the tenant. The tenant stated that he had the carpets cleaned, but did not have a receipt. Photographs, taken after the tenants vacated, clearly show a need for cleaning. This claim is allowed in full.

General cleaning - \$150. Based on photographic evidence, I find this receipted claim to be fair and reasonable and it is allowed in full.

Repair chips in bathtub and sink - \$50. On the basis of photographic evidence and the receipt submitted, I find that this claim should be allowed in full.

Replace broken crisper drawer in fridge - \$70.. The landlord originally estimated \$70 on this claim, but the actual invoiced price was \$75.60.. The landlord asks only for the amount in the original estimate given to the tenant and the claim is allowed.

Replace bi-fold door - \$100. Photographic evidence clearly shows a large crack in the door in question. The landlord stated the door is taken from existing stock and actual cost would be somewhat higher. This claim is allowed in full.

As a matter of note, the landlord's photographic evidence showed additional damage such as a broken corner on the kitchen counter and missing light globes, on which he makes no claims.

Including recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off, I find that the tenants owe to the landlord an amount calculated as follows:

Painting	\$150.00
Carpet cleaning	105.00
General cleaning	150.00
Repair chips in tub and sink	50.00
Replace fridge drawer	70.00
Replace bi-fold door	100.00
Filing fee	<u>50.00</u>
Sub total	\$675.00
Less retained security deposit	- 420.00
Less interest	- <u>14.89</u>
TOTAL	\$240.11

Conclusion

Given that the landlord has authorization to retain the security deposit in set off, and as that it the only claim made on the tenants' application, the tenants' application is dismissed without leave to reapply.

Thus, in addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$240.11 for service on the tenants.