

DECISION

Dispute Codes: MND, MNSD, and FF

Introduction

This application was brought by the landlords seeking a Monetary Order for damage to the rental unit, cleaning and recovery of the filing fee for this proceeding, and authorization to retain the security and pet damage deposits in set off against the balance owed.

Issues to be Decided

This application requires a decision on whether the landlords' claims establish that there was damage to the rental unit, whether it is proven that the tenant caused such damage, and that the amounts claimed are proven and appropriate.

Background, Evidence and Analysis

This tenancy began on March 19, 2007 and ended on October 31, 2009. Rent was \$1,244.40 per month and the landlords hold a security deposit of \$600 and a pet damage deposit of \$300, both paid on March 19, 2007.

The landlords make claim and I find as follows:

Replace kitchen stove - \$662.26. The landlords submitted photographic evidence showing the front of the stove had black marks on the bottom face which they said no amount of cleaning would remove. Similarly, the inside of oven was stained and the upper element broken. The landlords submitted a receipt for the replacement stove. The landlord stated that the stove was five years old while the tenant expressed certainty that it was at least 15 years old, and that she had done nothing to warrant a claim beyond normal wear and tear. The tenant gave evidence that the landlords had ordered the replacement even before the tenancy ended and therefore, had not completed a full evaluation before ordering the replacement. The landlords said they had noted the condition of the stove while showing the unit to prospective tenants and the need for replacement was self-evident. Standard depreciation tables place the useful life of a stove at 15 years. On that basis, and because I find that the stove may have been repairable and cleaning may have been possible with further examination, I find that the tenant diminished the value of the stove to some degree and award \$150 on this claim.

Replace clothes dryer - \$428.36. The landlords stated that again on a viewing, they had noted that the dryer needed to be replaced as the door would not close properly. They said they had had it serviced in September of 2009 and it was good order at that time. The tenant stated that she had not used the dryer for some time as the heating element was not working, the door did not close properly and the front panel was prone to falling off and the September repair had not solved the problems. Again, I find that replacement was a choice made by the landlords without giving consideration to repair to minimize their loss as required by section 7 of the *Act*. I do however, find that the tenant had subjected the dryer to something more than normal wear and tear and allow the landlords \$100 on this claim.

To clean blinds - \$100.80. The landlords submitted an estimate at greater than the claimed amount but now request the actual cost although the receipt is with their accountant and they had neglected to make a copy. On the basis of photographic evidence, there is little doubt that the blinds were in need of cleaning and window coverings are customarily the responsibility of tenants. I accept the landlord's evidence as to cost and this claim is allowed in full.

General cleaning - \$1,000. The landlords make claim that they spent 10 years each cleaning the rental unit after the tenant left and base the quantum on a quotation given by a local supplier. A professional cleaner hired by the tenant stated that she had cleaned for eight hours, then realized that she needed and obtained the tenant's consent to do an additional two hours work on the rental unit. She said the rental unit was satisfactory when she finished.

However, the landlords submitted numerous photographs that persuade me there was more cleaning to be done, including dust on window sills, ceiling fan, etc. I deduce that the great divergence of opinions on the matter arised from fastidiousness on the part of the landlord's and perhaps more casual standards on the part of the tenant. I allow the landlords \$100 to do the finishing work on the cleaning.

Refinish Hardwood Floors - \$887.25. The landlords submit an estimate for this amount to refinish the hardwood floors on the grounds that the tenant left scratches in the master bedroom and an oil-like stain, and scratches in the living room and hallway.

The landlords stated that the hardwood floors had been covered with carpet for many years and were in original condition. The tenant pointed out that the move in condition inspection form records a small dent and scratch in the living room floor, minor indents in the master bedroom floor. The landlord stated that the deeper scratches had resulted from the tenant's two large dogs.

On the basis of photographic evidence, I find that, on the balance of probabilities, some of the longer, linear scratches did result from the tenant's dogs. I will allow \$200 for this part of the claim on the grounds that the tenant caused some, but not all of the damage to the floor and some devaluation resulted.

Broken light cover/diffuser - \$11.15. The landlords claim this amount for a cracked plastic cover for a kitchen light about which the tenant claims no knowledge. I accept that this item was damaged during the tenancy and allow this claim in full.

Replace linoleum floor in rear entrance - \$131.42. The landlords make this claim on the grounds that the linoleum floor at the rear entrance was marked to a degree beyond which cleaning could restore it. As the landlords had no idea as to its age, I find on the balance of probabilities that the floor was fully depreciated and dismiss this claim.

Filing fee – \$50. As the landlords' application has shown substantive merit, I find that the landlords should recover the filing fee for this proceeding from the tenant.

The landlords claim for the cost of evidence preparation cannot be claimed.

In summary, including authorization to retain the security and pet damage deposits, I find that the landlords are entitled to a monetary award calculated as follows:

Tenant's Credits		
Security deposit	\$600.00	
Pet damage deposit	300.00	
Interest on both from March 19, 2007 to date	<u>13.99</u>	
Sub total	\$913.99	\$913.99
Amount Awarded to Landlords		
Kitchen stove	\$ 150.00	
Clothes dryer	100.00	
Clean blinds	100.08	
General cleaning	100.00	
Refinish hardwood floors	200.00	
Replace light diffuser	11.15	
Filing fee	<u>50.00</u>	
Sub total	\$711.23	- <u>711.23</u>
TOTAL		\$202.76

Conclusion

I HEREBY AUTHORIZE AND ORDER that the landlords may retain \$711.23 from the tenant's security deposit in satisfaction of the monetary award granted herein.

I further order that the landlords return the balance of the security and pet damage deposits and issue the tenant with a Monetary Order for \$202.76 for service on the landlords. This order may be enforced through the Provincial Court of British Columbia as an order of that Court.

March 5, 2010