

DECISION

Dispute Codes FF, MND, MNDC, MNR

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This was a request for a monetary order for \$2040.11; however at the beginning of the hearing applicant stated that she already has an order from a previous dispute resolution hearing that covers the outstanding rent and the \$50 filing fee from the previous hearing for a total of \$575.00.

The applicant is therefore reducing this claim to \$1465.11

Background and Evidence

The applicant testified that:

- The tenant left the carpets in the rental unit in need of extensive cleaning, as they were badly stained and had a strong smell of cat urine.
- The Carpet Cleaners even wrote "heavily soiled" on the invoice, and she was charged an additional charge because of the heavy soiling.
- The tenant also left the walls in the rental unit extremely damaged and in need of repairs, sanding and repainting, and as a result she had to have a repairs person come in and do these repairs.

- The tenant also left the kitchen counter with large cuts out of the edge and left some taps leaking and as a result those items had to be repaired as well.
- The tenant left the rental unit extremely dirty and left a full truck load of garbage behind and as a result the landlord had to do extensive cleaning and garbage removal.

The applicant is therefore requesting an order as follows:

Carpet cleaning	\$100.80
Countertop repair and plumbing repairs	\$225.00
Cleaning and garbage removal	\$266.00
Printing costs	\$14.84
Filing fee and photocopying expenses	\$123.47
Total	\$1465.11

The respondent testified that:

- She left the carpets with only normal wear and tear and that the landlord should expect to have to clean the carpets at the end of a tenancy.
- The carpets were not very clean when she moved into the rental unit.
- She did no damage to the walls in the rental unit, although she agrees they did need painting.
- She did no damage to the counters in the rental unit, the edges of the counters were already damaged when she moved in.
- She left the rental unit clean and removed all garbage.

The tenant therefore does not believe that the amounts claimed by the landlord are reasonable.(Note: the tenant left the conference call before the end of the hearing however before leaving she stated that she was satisfied that she had provided sufficient evidence for me to make a decision.)

Analysis

Based on the evidence provided and the testimony provided, it is my decision that the landlord has met the burden of proving the majority of her claims.

The invoice from the carpet cleaning company clearly states that the carpets were extensively soiled, and it is not considered normal wear and tear to leave carpets extremely soiled at the end of a tenancy. I therefore allow the claim for carpet cleaning

The landlord has also provided sufficient evidence to show that the walls and the counters in the rental unit were left in need of extensive repairs. I do not accept the tenants claim that these items were in poor condition when she moved in as the move-in inspection report does not reflect her claims. I therefore allow the claims for wall repairs and painting, and countertop, and plumbing repairs.

It is also my finding that the landlord has shown that the tenant left the rental unit in need of extensive cleaning and garbage removal. Again I do not accept the tenants claim that she left the rental unit clean and removed all garbage. I therefore allow the claim for cleaning and garbage removal.

I also allow the applicants claim for the \$50.00 filing fee that she paid for this dispute resolution hearing.

I will not allow the claims for photocopying, printing, etc. as these are costs of the dispute resolution process and I have no authority to award costs other than the above filing fee.

Conclusion

I have issued an order for the respondent to pay \$1376.80 to the applicants.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 20, 2010.

Dispute Resolution Officer

