

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord submitted evidence showing that the application for dispute resolution, notice of hearing and evidence were sent to the tenant by registered mail on March 1, 2010 and that the tenant signed for the package on March 10, 2010. I was satisfied that the tenant had been served with notice of the hearing and the claim made against her and the hearing proceeded in her absence.

At the hearing the landlord advised that he wished to reduce the amount claimed. I allow the amendment as a reduction in the claim can present no prejudice to her.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on March 1, 2009 and ended on or about January 4, 2010. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$452.50. I address the landlord's claims and my findings around each as follows.

[1] **Unpaid rent.** The landlord testified that the tenant vacated the rental unit with no notice and without having paid rent for January. On January 4 the landlord discovered that the tenant had vacated the unit. The unit was re-rented midway through January and the landlord seeks to recover \$438.00 for the period in which the unit was unrented. I accept the landlord's undisputed testimony and find that the tenant failed to pay rent in January.. I find that the landlord is entitled to recover

rent for the period in which rents were not received from the new tenant and I award the landlord \$438.00.

- [2] **Light bulbs and face plates.** The landlord seeks to recover \$20.00 as the cost of replacing missing and burned out light bulbs and missing faceplates. I accept the landlord's undisputed testimony and find that the tenant did not replace light bulbs as they burned out and that several of the faceplates required replacement. I award the landlord \$20.00.
- [3] **Painting.** The landlord seeks to recover 80% of the \$719.25 cost of repainting the rental unit. The landlord testified that the tenant caused numerous scratches, dents and holes in the walls of the rental unit, some of which were from shelving, and that the unit had to be repainted. The landlord provided a copy of the condition inspection report showing that the unit had been freshly painted at the beginning of the tenancy and also provided a copy of an invoice showing that \$719.25 was paid to repaint the unit. I accept the landlord's undisputed testimony and find that the tenant caused damage to the walls beyond what might be characterized as reasonable wear and tear for a one year tenancy and find that the landlord is entitled to recover the cost of painting. I find the landlord's claim for 80% of that cost to be reasonable and I award the landlord \$575.00.
- [4] **Cleaning.** The landlord seeks to recover \$370.00 paid for cleaning the rental unit. The landlord testified that the tenant failed to perform any cleaning whatsoever and left a number of items behind in the rental unit, including furniture, toys, personal items and garbage. The landlord provided photographs showing the condition of the unit as well as an invoice showing that \$300.00 was paid to clean the suite and a further \$70.00 paid to remove the garbage from the suite. I accept the landlord's undisputed testimony and find that the tenant failed to adequately clean the rental unit at the end of the tenancy. I find the landlord's claim to be reasonable and I award the landlord \$370.00.
- [5] **Garbage removal.** The landlord seeks to recover \$45.00 as the cost of removing garbage from the residential property after it was removed from the rental unit. The

landlord provided a purchase order showing that \$45.00 was spent removing garbage. I accept the landlord's undisputed testimony and find that the tenant's failure to remove all of her items and garbage from the rental unit necessitated the landlord having to remove it. I award the landlord \$45.00.

[6] **Carpet cleaning.** The landlord seeks to recover \$115.00 as the cost of cleaning carpets. The landlord provided photographs showing numerous stains on the carpets and an invoice showing that \$115.00 was spent cleaning carpets. I accept the landlord's undisputed testimony and find that the tenant failed to clean the carpets at the end of the tenancy. I find the claim for carpet cleaning to be reasonable and I award the landlord \$115.00.

[7] **Repairs.** The landlord seeks to recover \$250.00 as the cost of repairing the rental unit. The landlord provided photographs showing that the interior doors in the unit had been removed and tracks broken as well as an invoice for \$150.00 showing that the landlord paid to have the doors re-hung, pins reinstalled and tracks repaired. The landlord provided further photographs showing that a decorative vinyl had been applied to one of the windows of the rental unit. The landlord testified that the vinyl had to be laboriously removed as it came off in small pieces. The landlord testified that the tenant had installed shelves which had to be removed, had damaged weather stripping on the door and had installed a soap dispenser in the shower, drilling through the tiles and necessitating repair. The landlord provided an invoice showing that \$100.00 was paid to have these repairs performed. I accept the landlord's undisputed testimony and find that the tenant created the need for the aforementioned repairs. I find the amount claimed to be reasonable and I award the landlord \$250.00.

[8] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

Conclusion

In summary, the landlord has been successful in the following claims:

| | |
|-----------------------------|-------------------|
| Unpaid rent | \$ 438.00 |
| Light bulbs and face plates | \$ 20.00 |
| Painting | \$ 575.00 |
| Cleaning | \$ 370.00 |
| Carpet cleaning | \$ 115.00 |
| Repairs | \$ 250.00 |
| Filing fee | \$ 50.00 |
| Total: | \$1,818.00 |

I order that the landlord retain the \$452.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,365.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: April 28, 2010
