

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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 19, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2006 and ended on or about December 31, 2009. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$350.00. I address the landlord's claims and my findings around each as follows.

- [1] **Carpet cleaning.** The landlord seeks to recover \$168.00 as the cost of cleaning carpets at the end of the tenancy. The landlord testified that the tenant failed to clean the carpets when she moved out and provided evidence showing that the landlord paid \$168.00 to have the carpets professionally cleaned. I accept the landlord's undisputed testimony and find that the tenant failed to adequately clean the carpets. I find that the landlord is entitled to recover the cost of cleaning the carpets and I award the landlord \$168.00.
- [2] **Cleaning.** The landlord seeks to recover the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that the tenant failed to clean the unit when she moved out and provided evidence showing that the landlord spent a total of 12 hours cleaning the unit. The landlord seeks to recover the cost of 8 of the

hours spent cleaning at a rate of \$25.00 per hour. I accept the landlord's undisputed testimony and find that the tenant failed to adequately clean the unit. I find that the landlord is entitled to recover the cost of cleaning, I find the landlord's claim to be reasonable and I award the landlord \$200.00.

[3] **Painting.** The landlord seeks to recover the cost of applying a sealant to the walls of the rental unit at the end of the tenancy in order to prepare the walls for painting. The landlord testified that the tenant smoked in the rental unit and that as a result, the walls were stained with nicotine. In order to paint over the walls without the stain or smell seeping through the fresh paint, the painters had to apply a sealant to the walls at a cost of \$300.00. I accept the landlord's undisputed testimony. I find that the tenant having smoked in the rental unit was the direct cause of the need for the sealant and I find that the landlord is entitled to recover the cost of that sealant. I award the landlord \$300.00.

[4] **Light covers.** The landlord seeks to recover the cost of replacing two lights in the rental unit that were broken or missing at the end of the tenancy. The landlord's agent T.K. testified that the lights were single units with the covers and could not be replaced with just a bulb, but that the entire unit had to be replaced. I accept the landlord's undisputed testimony and find the cost of replacing the light covers to be reasonable. I find that the landlord is entitled to recover the cost of the covers and I award the landlord \$25.00.

[5] **Hydro.** The landlord seeks to recover unpaid hydro from September 26 to the end of the tenancy. The landlord provided evidence showing that under the terms of the tenancy agreement, the tenant was responsible to pay hydro for the rental unit. The tenant had the hydro bill removed from her name in September 2009, at which time the account was placed back in the name of the landlord. The landlord provided evidence showing that \$67.43 was payable for the period from September 26 – November 20, 2009 and that \$109.79 was payable for the period from November 21 – December 31, 2009. I accept the landlord's undisputed testimony. I find that the tenant was responsible to pay for hydro and that she failed to pay for

the period from September 26 – December 31 inclusive. I find that the landlord is entitled to recover the cost of hydro for that period and I award the landlord \$177.22.

- [6] **Door.** The landlord seeks to recover the cost of replacing a door to the rental unit. The landlord testified that the tenant created a hole in the door in the rental unit which could not be repaired. The landlord provided evidence showing that it cost \$94.10 for the materials to replace the door and two hours of time for a staff member to remove the old door, install the new door and discard the old door at a rate of \$25.00 per hour. I accept the landlord's undisputed testimony. I find that the tenant caused damage to the door to the extent that it had to be replaced. I find that the landlord is entitled to recover the cost of replacing the door and I award the landlord \$140.00.

- [7] **Laundry card.** The landlord seeks to recover the cost of a laundry smart card which was issued to the tenant at the outset of the tenancy and was not returned at the end of the tenancy. The landlord entered into evidence a copy of the agreement signed by the tenant whereby she acknowledged receipt of the card and authorized the landlord to retain a \$20.00 replacement charge if it was not returned. I accept the landlord's undisputed testimony. I find that the tenant failed to return the laundry card at the end of the tenancy and I find that the landlord is entitled to recover \$20.00 for the card pursuant to the terms of the agreement. I award the landlord \$20.00.

- [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.

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

Carpet cleaning	\$ 168.00
Cleaning	\$ 200.00
Painting	\$ 300.00
Light covers	\$ 25.00

Hydro	\$ 177.22
Door	\$ 140.00
Laundry card	\$ 20.00
Filing fee	\$ 50.00
Total:	\$1,080.22

Conclusion

The landlord has been awarded \$1,080.22. I order that the landlord retain the \$350.00 security deposit and the \$11.26 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$718.96. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: May 04, 2010
