

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for cleaning and damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on May 1, 2009 as a 6 month fixed term tenancy that converted to a month to month tenancy on November 1, 2009 for a monthly rent of \$750.00 due on the 1st of the month with a security deposit of \$375.00 paid. The tenancy ended on February 28, 2010.

The parties agree the tenant owes the landlord the following:

1. Replacement of the table and chairs in the amount of \$325.00;
2. A phone left at the start of the tenancy but thrown out by the tenant in the amount of \$40.00; and
3. Replacement of a mailbox key in the amount of \$25.00.

While the tenant acknowledges that the living room and hallway needed the carpets cleaned and the stove required cleaning she disputes any burn marks were left or that anyone smoked inside during the tenancy and should therefore not be responsible for painting the rental unit. She further disputes any marked walls or knife marks to the countertop.

The tenant disputes the landlord's claim that she failed to pay the rent in full for the last month of her tenancy. The landlord contends that she paid only \$550.00 for February 2010 and still owed \$200.00 and that he issued a receipt in the amount of \$550.00 and provided it to the tenant personally. The tenant denied receiving a receipt for February 2010 rent.

The landlord testified that despite his offers to do a move out inspection the tenant refused to participate and that she would not return his calls at the end of the tenancy. The tenant states that the landlord told her that he wanted to deal with the issues “differently” than by conducting a move out inspection.

Analysis

As per the photographic evidence submitted by the landlord, I accept that the condition of the carpeting, at the tenancy, showed that cleaning was required. As a result of the breakdown in communication between the parties, I find the landlord had no way of knowing that the tenant had cleaned some carpets and not others.

Therefore the landlord incurred the costs of carpet cleaning for the whole unit, I find the landlord is entitled to this compensation in the amount of \$304.47 as per his submitted receipt dated March 6, 2010.

I also accept based on the photographic evidence and the completed Condition Inspection Report that the rental unit required cleaning as per the landlord’s evidence and testimony, I grant the landlord compensation for general cleaning in the amount of \$150.00.

While I accept that the tenant or a person permitted in the rental unit must have smoked inside the unit, as confirmed by the burn marks noted in the photographic evidence and the receipt from the carpet cleaners I also note the landlord’s testimony that the unit was last painted approximately 3 years ago.

According to the Residential Tenancy Policy Guideline #37 the useful life of an interior paint finish is 4 years. As such, I accept the tenant is responsible for having the unit painted but discounted by 75% due to the age of the current paint job in the amount of \$90.00.

In relation to the unpaid rent, as the parties both dispute that a portion of rent remained unpaid at the end of the tenancy and in the absence of any proof of payment such as the receipt the landlord states he issued for the rent that was paid, I find the landlord has not provided sufficient evidence to support this part of his claim, I therefore dismiss this portion.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$984.47** comprised of \$934.47 for compensation for cleaning and damage and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$612.47**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: July 14, 2010.

Dispute Resolution Officer