

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in August 2007 and ended on July 31, 2009. At the beginning of the tenancy the parties completed a condition inspection report (the "Move-in Report"). The Move-in Report indicates that most of the rental unit was "OK" at the beginning of the tenancy but in the area reserved for marking the condition of the entryway, there are notations that there are minor carpet stains and minor blind damage. The parties agreed that there are no blinds in the entryway but that there are blinds in the living room, which is immediately beside the entryway. There was some dispute as to whether the parties inspected the unit together at the end of the tenancy but it was agreed that they did not work together to generate a condition inspection report at the end of the tenancy.

The landlord and her witness testified that at the end of the tenancy there remained stains on the carpets which could not be removed despite repeated cleanings. Photographs of the carpets were provided. The landlord testified that the carpets were 11 years old when the tenants moved in. The tenants claimed that the carpets were less than perfect at the beginning of the tenancy and denied having caused significant damage. The landlord seeks to recover \$750.00 paid to replace the carpet on the stairs and an estimated \$4,491.37 to replace the carpets in other rooms.

The landlord and her witness testified that 3 of the blinds, which the landlord estimated were 9 years old at the end of the tenancy, were damaged and could not be opened or closed. The tenants testified that the blinds were old and that such wear and tear was to be expected. The landlord seeks to recover \$240.00 as the cost of replacing the three blinds.

The landlord and her witness testified that at the end of the tenancy several walls had to be repainted due to the tenants having touched-up holes with a paint that didn't match. The tenants testified that they used paint which had been left in the rental unit to perform the touch ups. The landlord seeks to recover \$300.00 paid to repaint the walls.

The landlord and her witness testified that at the end of the tenancy the baseboards had to be repainted. The witness testified that the baseboards had been "chewed up" and required filler and repainting and suggested that the wear was normal for a house which had been occupied for a while. The tenants agreed that the baseboards had numerous marks which appeared to have been made by a cat and testified that they did not have a cat during the tenancy. The landlord seeks to recover \$200.00 paid to repaint the baseboards.

The landlord and her witness testified that the screen door was close to falling off and that it was difficult to close at the end of the tenancy. The tenants testified that the door had always worked fine for them. The landlord seeks to recover \$50.00 paid to repair the screen door.

Analysis

I accept that the Move-In Report represents a somewhat accurate picture of the rental unit at the time the tenancy began. However, it is clear that at the time the parties completed that report, they considered the entryway and living room to be one room as the damage to the living room was noted in the space reserved for the entryway. I accept that at the beginning of the tenancy there were minimal stains on the carpet. I find that the stains on the carpet at the end of the tenancy cannot be characterized as minimal and I find that they go beyond what might be characterized as reasonable wear

and tear. Residential Tenancy Guideline #37 identifies the useful life of carpets as 10 years. I find that the carpets had already outlived their useful life and that while they may have been kept in good condition prior to the tenancy, what the landlord lost was 11 year old carpets. I find that a nominal award is appropriate to compensate the landlord for carpet replacement and I award the landlord \$200.00.

I find that the landlord has not proven that the tenants caused the damage to the blinds and further find that as the useful life of blinds is 10 years, the blinds were past the end of their useful life in any event. The landlord's claim is dismissed.

The tenants acknowledged having touched up the walls with paint left in the rental unit and stated that they were well aware that even if the same colour paint was used, the paint on the walls would have faded over time. I accept that the walls were freshly painted at the outset of the tenancy and I find that repainting was required as the tenants used paint they should have reasonably known would not match the paint on the walls. Residential Tenancy Policy Guideline #37 identifies the useful life of interior paint as 4 years. I find that the tenants' touch-ups necessitated the repainting of the walls and thereby deprived the landlord of 2 years of the useful life of the paint. I award the landlord \$150.00 which is one half of the cost of repainting the walls.

I am not satisfied that the tenants caused the damage to the baseboards. The landlord's witness indicated that the wear on the baseboards seemed consistent with wear and tear. Further, he described them as "chewed up" and as there is no dispute that the tenants did not have a cat, I find it more likely than not that the baseboards were damaged at the start of the tenancy and that any further damage may be attributed to reasonable wear and tear. The landlord's claim is dismissed.

I find that the landlord has not proven that the tenants caused the damage to the screen door. Although the door may have been falling off and hard to close, it is not possible to determine whether this happened as a result of reasonable wear and tear or as a result of abuse or neglect of the door. The claim is therefore dismissed.

As the landlord has been partially successful I find she is entitled to recover the \$50.00 paid to bring this application. I award the landlord \$50.00.

Conclusion

The landlord is awarded \$400.00 which represents \$200.00 for carpets, \$150.00 for painting and \$50.00 for the filing fee. I grant the landlord a monetary order under section 67 for \$400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: July 15, 2010

Dispute Resolution Officer