

DECISION

Dispute Codes: MNR, MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for unpaid rent, damage to the rental unit, recovery of the filing for this proceeding and authorization to retain the security and pet damage deposits in set off against any balance found owing.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted taking into account whether the damages, whether they were attributable to the tenants, whether the amounts claimed are reasonable and or/proven and whether the landlord has acted reasonably to minimize the losses.

Background, Evidence and Analysis

This tenancy began on August 1, 2009. Rent was \$800 per month and the landlord holds a security deposit of \$400 paid on July 1, 2009.

During the hearing, the landlord gave evidence the tenants moved out of the rental unit on or about March 9, 2010 after having been served with a Notice to End Tenancy for unpaid rent on March 2, 2010. The rent remained unpaid at the time of the hearing.

The landlord stated that she attended the rental unit on or about March 10, 2010, a correction to her written submission which stated March 15, 2010, and found extensive damage.

In spite of substantial photographic evidence and receipts from the landlord, the extent of the claimed damages attributable to the tenants has been difficult to adjudicate due to the lack of move-in and move-out condition inspection reports for comparison purposes with the tenants claiming most of the damage was pre-existing.

The landlord claims and I find as follows:

Unpaid rent for March 2010 - \$800. The tenants were issued with a Notice to End Tenancy on March 2, 2010 and moved out without paying the rent. Therefore, this claim is allowed in full.

Paint - \$323.49. The landlord submitted receipts and photos in support of this claim. As the landlord stated that the unit had been painted two years prior to the tenancy, and as standard depreciation tables set the useful life of interior paint at 4 years, I will allow half of this claim or \$161.75.

General Labour - \$1,640. The tenants contested most of the items listed in this invoice. However, they did acknowledge damaging the living room floor by moving in a piano with a missing wheel. The landlord was billed \$425 for this portion of the repairs but conceded that the floor had been heavily scratched at the beginning of the tenancy. Therefore, I will allow one half of that part of the claim or \$212.50.

Again, in the absence of move-in, move-out condition inspection reports for comparison, I must dismiss the remainder of the claim as unproven.

Filing fee - \$50. Having found merit in the landlord's application, I find that she should recover the filing fee for this proceeding from the tenants.

Security Deposit - \$400. I find that the landlord is entitled to retain the security deposit in set off against the balance owed to her.

Return of Property. The landlord makes claim that the tenants took a freezer and a sleigh, a family heirloom, from the rental unit. The tenants concede having taken these items, but stated they were gifts to them from the landlord. The parties have agreed that these items may be settled by the tenants returning them to the landlord. If these items are not returned in a reasonable time, I grant the landlord leaving to make a further application for these items only.

Including recovery of the filing fee and authorization to retain the security deposit in set off, I find that the landlord is entitled to a Monetary Order calculated as follows:

Unpaid rent for March 2010	\$ 800.00
Paint	161.75
General labour (living room floor)	212.50
Filing fee	50.00
Sub total	\$1,224.25
Less retained security deposit (No interest due)	- 400.00
TOTAL	\$ 824.25

Conclusion

In addition to authorization to retain the security deposit, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$824.25 for service on the tenants.

August 9, 2010