

DECISION

Dispute Codes MND, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, site or property?

Background and Evidence

This tenancy began on March 2, 2009 on a fixed term tenancy until February 28, 2010 for 12 months as shown in the signed tenancy agreement submitted into evidence. The monthly rent was \$1,220.00 payable on the 1st of each month. A security deposit of \$610.00 was made at the beginning of the tenancy. This security deposit has been resolved subject to the RTB file 755057.

The Landlord is claiming damage costs for replacing a section of the draperies for \$110.56 (receipt from Metro Drapery Co. Ltd dated July 29, 2010 with a hand change in ink for May 29, 2010), shampoo and deodorizing carpets 2X @ \$126.00 each, totalling \$252.00 (receipt from Alpha Carpet Cleaning for \$85.00 plus 5%GST for \$89.25 each), to clean the remaining drapes in the rental unit for \$157.50 (receipt from V&V Blindcleaning shows a cost of \$105.00 plus 5%GST totalling \$110.25), general cleaning for 4 hours @ \$25.50 per hour, totalling \$107.10, furniture removal and disposal \$100.00, light bulb replacement \$21.00, postage for \$0.54 and \$727.90 for the depreciated value of replacing the carpets. The Landlord relies on statements by his 4 witnesses as shown in their statement evidence filed in support of their application. The Tenant has filed their own statements of evidence disputing the damage. The Tenant refers to several issues that occurred during their tenancy in unit 609 such as no heat, inappropriate entry to the rental unit by the Landlord without proper notice, but has never filed an application for dispute resolution in these matters. The Landlord relies on the move out condition inspection report that was completed by the Landlord without the Tenant's participation. The Landlord stated that 2 opportunities were made with the Tenant to complete a move out condition inspection report, but the Tenant disputes that any opportunities were given. One was made verbally and the second in writing by posting it on the rental unit door marked "second opportunity" on March 19, 2010 by the leasing agent, A.F. The Tenant disputes receiving neither notice and that the Tenant's never spoke to the leasing agent and there was no notice posted on their door. The Landlord states that a move out condition inspection report was done in absence of the

Tenant. The Tenant disputes the move in condition inspection report in that it did not accurately reflect the condition of the rental unit. When questioned the leasing agent who signed the move in portion of the report could not identify who filled out the condition status of the report, but that it was signed by her. The Tenant disputes the date on the move in portion of the report that it was signed by her on March 10, 2009. The leasing agent states that the date was in her writing and that it was completed on March 1st or 2nd of 2009, but could not be definitive on the writing because it looked like someone tried to change it. The Landlord states that the move out portion of the condition inspection report is supported by the receipts from the carpet cleaning company that there was urine stains on the carpet and that they could not be satisfactorily cleaned and needed to be replaced. The Tenant has admitted to having a small dog on the premises for a 3 week period when she was taking care of her mother's dog. The Landlord has provided 3 photographs of damage to the drapery. I note that I am unable to determine which room these pictures denote, but that each photograph display damage from multiple small tears to stains spread out encompassing an area about 3.5 feet wide and 4 feet long in height. The Tenant has also submitted 6 photographs, with 3 photographs showing carpet areas which show no damage and 3 photographs of limited views regarding draperies.

Analysis

I find that on the balance of probabilities that I prefer the majority of evidence of the Landlord over that of the Tenant and find that the Landlord has established a claim for damages. The Landlord has the supporting evidence of the carpet cleaning receipts denoting urine damage to areas of the carpeting and that 2 attempts of shampoo and deodorizing were made with no success and that the carpets needed to be replaced to re-rent the unit. I award to the Landlord the 2 attempts of carpet cleaning of \$89.25 each totalling \$178.50. The "mark up" administration fee charged by the Landlord, I find is unconscionable and is not recoverable. I award the Landlord the cost of replacing the carpets at the depreciated value calculated by the Landlord for \$727.90. I also award to the Landlord the replacement cost of the draperies for \$110.56 and the drapery cleaning of \$110.25.

The Landlord has not shown sufficient proof to override that of the Tenant's claims for the costs of furniture removal of a couch for \$100.00, the general cleaning costs of \$107.10, replacement of light bulbs for \$21.00 and as such dismiss this portion of the Landlord's claims.

The Landlord's claim for an outstanding hydro bill of \$101.93 for the Tenant for unit 710 is dismissed as it is not related to this tenancy but from another involving the Tenant. The Landlord has not filed an application for dispute resolution concerning that tenancy. The Landlord's claim for \$0.54 for postage is dismissed as no evidence has been submitted for this evidence and at no time during the hearing has the Landlord given any details about this cost.

As for the monetary order, I find that the Landlord has established a claim for:

\$178.50 carpet cleaning

\$727.90 depreciated value of replacement carpet

\$110.56 drapery replacement

\$110.25 drapery cleaning

\$1,127.21 Total Claim Established

The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord an order under section 67 for the balance of \$1,177.21. This order may be filed in the Small Claims Division of the Provincial court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,177.21.

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: December 22, 2010.

Residential Tenancy Branch