

DECISION

Dispute Codes: *MND, MNSD, MNR, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent and the cost of painting, repairs and cleaning the rental unit and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for costs incurred to paint, repair and clean the rental unit? Does the tenant owe rent? Is the landlord entitled to retain the security deposit and to recover the filing fee?

Background and Evidence

The tenancy started on February 15, 2009 and ended July 15, 2010. The rent was set at \$575.00 and due in advance on the 1st of each month. Prior to moving in the tenant paid a security deposit in the amount of \$287.50.

The landlord stated that a move in inspection was conducted in the presence of the tenant. He filed a copy of the report. The tenant stated that a move in inspection was not conducted and she denied having signed the report.

The tenant stated that the landlord was painting the unit when she first viewed it and upon moving in, she did not notice or report any deficiencies in the unit.

A move out inspection was not conducted. The landlord stated that the tenant did not show up for the appointment to conduct the move out inspection. The tenant stated that on the day she was moving out, the landlord was working in another rental unit in the building and she let him know that she was leaving the keys inside the unit. The tenant stated that she was extremely tired after a night shift and did not discuss the return of the security deposit. She also did not give the landlord her forwarding address in writing.

The landlord stated that the tenant left behind some of her belongings, outside the rental unit that he had to take to the dump. The tenant argued that some of those items belonged to a previous tenant. The photograph shows some cinder blocks the tenant stated belonged to a different tenant, but admitted that she used them after that tenant moved out. The tenant stated that she did leave behind a chair.

The tenant agreed that without authorization from the landlord, she had installed a screen door for ventilation and to prevent her cats from going outside. In doing so, the tenant cut out portions of the cedar siding to install the oversized screen door. The tenant also agreed that she had painted the ceiling blue without the landlord's permission, knocked a hole in the ceiling, kicked in the main door and did not clean the stove, refrigerator and blinds. The tenant attempted to fix the main door by reversing the direction the door opened, adding a wood strip and using duct tape.

The tenant agreed that the blinds were damaged but she bought replacement blinds and left them in the unit.

The landlord stated that through the tenancy the tenant paid rent in instalments and starting January 2010, she started falling back on rent. The landlord filed a statement of payments which matched up the tenant's evidence of rent receipts. The landlord also filed photographs depicting the condition of the unit as the tenant left it.

The landlord is claiming the following:

1.	Removal of tenant's items	\$125.00
2.	Remove screen door and repair siding	\$100.00
3.	Replace front door and hardware	\$556.38
4.	Labor to remove door, replace and paint	\$350.00
5.	Repair hole in ceiling and holes in walls	\$100.00
6.	Replace carpet where cat clawed hole	\$50.00
7.	Replace blinds	\$50.00
7.	Clean oven and refrigerator	\$75.00
8.	Shampoo carpets	\$84.00
9.	Apply urine eraser to carpet	\$86.28
10.	Cleaning	\$250.00
11.	Painting	\$1,500.00
12.	Unpaid rent	\$970.00
	Total	\$4,296.66

Analysis:

Based on the documentary evidence and sworn testimony of both parties I will make a finding on each claim of the landlord.

1. Removal of tenant's items \$125.00

I find that the tenant left behind a chair and cinder blocks which she used during her tenancy. Therefore I find that the landlord is entitled to \$125.00 for the removal of these items.

2. Remove screen door and repair siding \$100.00

The tenant agreed that she had installed a screen door without the landlord's permission. Therefore I find that the landlord is entitled to \$100.00 to remove it and repair the siding.

3. Front door and hardware \$556.38

The tenant agreed that she had caused damage to the front door by kicking it in. Therefore, I find that the landlord is entitled to the cost of replacing the door. However, the landlord did not file a receipt as evidence of the cost he incurred and since the door was old but still had some useful life left, I will award the landlord \$200.00 towards the cost of its replacement.

4. Labor to remove old door, replace and paint \$350.00

The landlord is entitled to the cost of labor to replace the door.

5. Repair holes in ceiling and walls \$100.00

The tenant agreed that she had caused damage to the ceiling. The landlord filed photographs of the condition of the walls. Based on the evidence in front of me, I find that the landlord has established a claim for the cost of repair in the amount of \$100.00

6. Replace carpet damaged by cat \$50.00

Through the tenancy, the tenant endured several floods including the overflowing of sewage onto the carpet. Therefore, even though the cat caused damage to the carpet, I find that the carpet would have to be replaced in any event at the landlord's expense.

7. Replace blinds \$75.00

The tenant left behind new blinds to replace the damaged blinds. Therefore the landlord is not entitled to the cost of replacing the blinds.

8. Clean oven and refrigerator \$75.00

The tenant agreed that she had not cleaned the appliances. Therefore the landlord is entitled to \$75.00 for cleaning.

9. Shampoo carpets \$84.00

10. Apply urine eraser to carpet \$86.28

For reasons as above #6, the landlord is not entitled to the cost of shampooing or cleaning the carpet.

11. Cleaning \$250.00

Based on the evidence filed by the landlord I find that he is entitled to the cost of cleaning in the amount of \$250.00.

12. Painting \$1,500.00

The photographs show that the walls needed repair and painting. The tenant agreed that she painted the ceiling a bright blue. Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. At the time the tenant moved out the painting was approximately 1.5 years old and therefore the painting had 2.5 years of useful life left. Accordingly, I find that the landlord is entitled to \$937.50 which is the prorated value of the remainder of the useful life of the painting.

13. Unpaid rent \$970.00

Based on the evidence filed by both parties, I find that the tenant owes \$970 in back rent for the period of January 2010 to July 2010.

Overall the landlord has established a claim as follows:

1.	Removal of tenant's items	\$125.00
2.	Remove screen door and repair siding	\$100.00
3.	Replace front door and hardware	\$200
4.	Labor to remove door, replace and paint	\$350.00
5.	Repair hole in ceiling and holes in walls	\$100.00
6.	Replace carpet where cat clawed hole	\$0.00
7.	Replace blinds	\$0.00
8.	Clean oven and refrigerator	\$75.00
9.	Shampoo carpets	\$0.00
10.	Apply urine erase to carpet	\$0.28
11.	Cleaning	\$250.00
12.	Painting	\$937.50
13.	Unpaid rent	\$970.00
	Total	\$3,107.78

Since the landlord has established a major portion of his claim, he is also entitled to the recovery of the filing fee in the amount of \$50.00.

I order that the landlord retain the security deposit of \$287.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,870.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of \$2,870.50.

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: January 20, 2011.

Residential Tenancy Branch