



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNSD, FF, SS

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. The landlord testified that she personally served the female tenant with the application for dispute resolution and notice of hearing approximately 1 week before the hearing. The landlord further testified that the female and male tenant were in a relationship which ended midway through the tenancy, at which time the male tenant vacated the rental unit. I find that the application for dispute resolution and notice of hearing were properly served on the female tenant. I find that the male tenant was not served with notice of the claim and therefore the claim as against him is dismissed.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on May 1, 2009 and ended on August 30, 2010. At the outset of the tenancy the landlord collected a \$350.00 security deposit.

At the end of the tenancy the tenants left garbage and furniture in the rental unit. The landlord testified that she paid \$150.00 to have the garbage and furniture removed.

The landlord testified that she paid \$1,200.00 to repaint the unit and stated that painting was required because there were marks on all of the walls and what she called "little punches" in several walls.

The landlord stated that the carpets throughout the unit were badly damaged, as was the linoleum in the kitchen and bathroom. The landlord paid \$285.00 to install tile in the bathroom and kitchen and that she paid \$773.00 to install laminate throughout the unit.

The landlord testified that she had to replace a bathroom door at a cost of \$110.00.

The landlord entered a number of photographs of the rental unit into evidence. The landlord advised that she had invoices for the work that was performed and offered to provide those, but I refused to accept the invoices as the tenant had not received a copy.

Analysis

The landlord bears the burden of proving her claim on the balance of probabilities. The photographs submitted by the landlord show that the rental unit was left unclean and that there was furniture and garbage throughout. Although a receipt was not provided for the cost of removing garbage, I find the \$150.00 claim to be reasonable and I award the landlord \$150.00.

The photographs do not show any damage to the walls and I find that the landlord has not proven that damage existed or the cost of repairing the alleged damage. I dismiss the claim for the cost of painting.

Although the landlord claimed that the kitchen and bathroom floors were badly damaged, she provided no photographs showing that damage, nor did she provide invoices showing the cost of repairs. I find that the landlord has not proven that damage to those floors existed or the cost of replacing the floors. I dismiss the claim for the cost of replacing the floors.

The landlord's evidence was that the carpets were approximately 20 years old, with the exception of the living room carpet which was just one year old. The photographs show significant stains on the bedroom carpets and some minor staining on the living room carpet. No evidence was given as to whether an attempt was made to clean the carpets. I find that the landlord has failed to prove that the living room carpet needed to be replaced. I find that the bedroom carpets were extremely soiled and required replacement. However, I find that the carpets had outlived their useful life and find that only a nominal award can be made. I award the landlord \$50.00.

The landlord's photographs show that the bathroom door was badly damaged. Although the landlord did not submit an invoice showing the cost of replacing that door, I find the \$110.00 claim to be reasonable and I award her that sum.

I find that the landlord is entitled to recover the \$50.00 fee paid to bring this application and I award her \$50.00.

Conclusion

The landlord has established a claim for \$360.00 which represents \$150.00 for garbage removal, \$50.00 for carpet replacement, \$110.00 for a door replacement and \$50.00 for the filing fee. I order the landlord to retain the \$350.00 security deposit in partial satisfaction of the claim. I find the \$10.00 remaining to be so insignificant so as not to warrant the issuance of a monetary order.

Dated: January 25, 2011

Residential Tenancy Branch