

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and 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 rental unit?

Is the Landlord entitled to a monetary order to keep all or part of the security deposit?

Background and Evidence

This tenancy began on February 15, 2009 on a fixed term tenancy to end on February 28, 2010. The monthly rent was \$2,500.00, payable on the 1st of each month. The Landlord has provided a signed copy of this tenancy agreement dated January 26, 2009 as well as a signed agreement to extend the tenancy starting March 1, 2010. The renewal stipulates a monthly rent of \$2,600.00. Both Tenant's signed and returned the extension. No other details specified in the extension. The security deposit of \$1,250.00 was paid by the Tenant and acknowledged by the Landlord on January 26, 2009.

Both parties have agreed that the hearing and evidence packages were properly served as shown in the Landlord's evidence by registered mail.

The Landlord has filed a monetary claim of \$2,641.60. The Landlord has provided photographs depicting in #1, a rec room door not attached to the hinges. #2 shows a second rec room door not attached to the hinges. The Landlord states that the Tenant damaged these doors and that an estimate from Picture Perfect Home Services would charge him \$250.00 (including labour) to replace and paint new doors. The Tenant disputes this by saying that these doors as part of the condition inspection report for the move-in were to be re-installed at the beginning of the tenancy. The Landlord disputes

this. Neither party has provided a condition inspection report for the move-in. The photographs of the door show no apparent damage other than normal wear and tear. Photograph #3 shows a broken face from the master bath vanity drawer. The Landlord has stated that a combined cost of \$160.00 is required to repair this as well as clean the tub, shower from dirt and mildew. The Tenant did not specify any dispute over this item. Photograph #5 depicts a corner of the shower stall which shows as being dirty and mildew in the silicone. The estimate to repair this is \$60.00. The Tenant has not specified any dispute regarding this item. Photograph #6 shows a broken drawer face. The Landlord has indicated a repair cost of \$40.00. The Tenant did not offer comment on this item. Photograph #7 shows scratches to the main entrance door that the Landlord states as being from a dog. The estimated cost of repair and repainting is \$60.00. Photograph #10 shows damage to the corner of the living room fireplace tiles. The estimated cost of repairs is shown as \$60.00. The Tenant has not commented on the main door or fireplace tiles. The Tenant has not provided any other evidence of damage to the unit listed in the Picture Perfect Home Services estimate. This estimate also indicates an hourly rate of \$40.00. The Landlord has provided an invoice from Picture Perfect Home Services for the repair of the garage door opener and the replacement of the missing battery pack for the door opener remote for \$139.43. The Tenant has not commented on this claim by the Landlord. The Landlord has provided photograph #11 and an estimate from Brite Blinds for \$588.00 for the replacement and installation of blinds. The estimate shows that 7 tracks need to be replaced and that they either do not turn or are missing carriers. It also shows that it cannot be repaired and needs to be replaced. The Tenant has not commented on this claim. The Landlord has provided an invoice for steam cleaning and an oil stain removal for \$417.20 from Malkin Cleaners Ltd. The Landlord has not provided any details of the requirement for a carpet steam cleaning. I also note that the unsigned and incomplete condition inspection report (move-out) provided by the Landlord which is contested by the Tenant does not show any details of steamed carpet cleaning being required. The Landlord is also claiming \$150.00 plus HST (no receipt or evidence provided) for the cleaning of the fireplace/chimney. Section 19 of the signed tenancy agreement states, "If the fireplace is used on a consistent basis during the winter months, then the landlord must be notified in late April, so that the chimney can be cleaned at the landlord's expense." The Landlord claims that the fireplace was used and because he was not informed he is entitled to claim the cleaning costs.

The Tenant has claimed that several of the claims made by the Landlord were deficiencies at the beginning of the tenancy. The Tenant claims that the two rec room doors were not installed, that touch up paint was required throughout the rental unit, the exhaust fan was not working properly and was noisy, several doors required repainting and that the garage door was not functioning. The Landlord disputes this and claims that all items on the list were completed, except for the cleaning of the fireplace.

Neither party has submitted this deficiency list. As stated both parties state that a move-in condition inspection report was completed, but neither party has supplied it as evidence.

Analysis

I find that the Landlord has established a claim for the broken drawer face shown in photograph #3. The Landlord's claim of \$160.00 listed for this claim as provided in the estimate of repair is too ambiguous. It covers a damaged "tub shower" which is "dirty and mildew". I find this insufficient to award the total claim. The estimate does not specify replacing the broken drawer face, so I can ascertain that repair is what the estimate is for. I find that the Landlord has established a claim \$30.00 for one hours labour and materials.

I find that the Landlord has established a claim for a broken drawer face shown in photograph #6. The Landlord's claim of \$40.00 listed in the estimate is I find excessive. I find that the Landlord is entitled to \$30.00 for one hours labour and materials. The Landlord has established a claim for the scratches on the main entrance door for \$60.00 as shown in photograph #7.

The Landlord has established a claim shown in photograph #10 for the repair of fireplace tiles for \$60.00.

The Landlord has established a claim for the replacement of blinds from the estimate of Brite Blinds for \$588.00. Photograph #11 shows damage to the blinds as well as the estimate provided by Brite Blinds as indicated in the evidence above the repair of the blinds is not possible and replacement of the blind unit is the only choice.

I find that the Landlord has not established a claim for all other costs for damages to the rental unit. The remaining claims are being disputed by the Tenant and the Landlord has not provided any evidence to support his claim that these costs were the result of the negligence of the Tenant.

I find that the Landlord has established a total monetary claim of \$768.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$818.00 from the \$1,250.00 security deposit. The remaining \$432.00 is to be returned to the Tenant.

Conclusion

The Landlord may retain \$818.00 from the \$1,250.00 security deposit and return the remaining \$432.00.

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 19, 2011.

Residential Tenancy Branch