



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, MND, FF

### Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit, a monetary order for damages to the unit and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy began March 2009 with monthly rent of \$2100.00, the tenant paid a security deposit of \$1050.00 and a pet damage deposit of \$1050.00.

The landlord testified that she had sent the notice of hearing documents by registered mail but that the tenant did not pick them up and they were returned to the landlord. The landlord then sent the notice of hearing documents to the tenant's office by registered mail and by express unregistered mail to his residence. The documents sent registered mail to the tenant's office were signed for and the documents sent express post to the tenant's residence were successfully delivered.

The landlord testified that two move-out inspections had been conducted with the tenant; one on January 31, 2011 and a second approximately 1 week later.

The landlord testified that during the move-out inspections the landlord discovered that two hall light fixtures were damaged, a mirror panel in the bathroom was damaged and the wool carpets in the den and living room/dining room were covered with urine stains from the tenant's dog. The landlord stated that there was also an area on the carpets where wax had been spilled and that there was damage to the carpet in areas where the tenant had attempted to clean the carpet. The landlord stated that the tenant had cut

a large piece of carpet out in the living room area in order to have it matched for replacement. When the landlord requested the piece of carpet back it was suggested that her new tenants could 'put a chair over it'. The landlord stated that she did have the carpets professionally steam cleaned but that the stains, odour and wax could not be removed resulting in the carpets having to be replaced. The landlord stated that the carpet cleaner verified that the stains and odour on the carpet and underlayment were from a pet.

The landlord testified that there was damage to the wall in the kitchen, one of the bedrooms and that the wall in the small bedroom was covered with a sticky substance that the tenant thought to be food from his son eating in the bedroom.

The landlord testified that the tenant did not return the original two sets of keys to the rental unit and that all of the locks had to be re-keyed for the new tenants.

The landlord stated that the tenant refused to sign the move-out inspection report and agreed only to replacement of the living room/dining room carpet.

The landlord in this application is seeking \$12,261.86 in compensation for damages to the rental unit.

Replace 2 carpets	\$11,109.00
PSV Power Steam and vac Ltd: carpet cleaning	\$156.69
Robinson Lighting: 2 light fixtures	\$201.29
BC Electrical Services: installation of light fixtures	\$78.40
Lion's Gate Glass: Replacement of broken mirror	\$101.28
Progressive Painting: repair and paint damaged wall	\$324.80
A&A Locksmith: rekey locks	\$190.40
<b>Total Claim</b>	<b>\$12,161.86</b>

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for compensation for damages to the rental unit. The landlord has submitted photo documentation of the damage to the rental unit and provided receipts for all work required and completed in order to return the rental unit to the state it was in prior to the start this tenancy.

I find that the landlord has established a claim for \$12,161.86 in compensation and damages to the rental unit.

The landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$12,161.86 in compensation and damages to the rental unit. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1050.00 security deposit and \$1050.00 pet damage deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$10,061.86**.

$(\$12,161.86 + \$100.00 = \$12,261.86 - \$2100.00 = \$10,061.86)$

A monetary order in the amount of **\$10,061.86** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: April 26, 2010

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Residential Tenancy Branch