

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, for unpaid rent or utilities, to keep all of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties attended the hearing in person and gave testimony.

During the hearing the Landlord stated that there were no unpaid rent or utilities and that they were only seeking costs for damages to the unit.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit?

Is the Landlord entitled to keep all of the security deposit?

Background and Evidence

This tenancy began on March 1, 2010 and was to end on a fixed term tenancy on February 28, 2011 for 12 months as shown in the Landlord's submitted copy of the signed tenancy agreement. The monthly rent was \$2,100.00 payable on the 1st of each month and a security deposit of \$1,050.00 was paid at the beginning of the tenancy.

The Landlord is seeking a total monetary claim of \$4,163.03. The Landlord is claiming \$2,912.00 from Ty Construction to replace a door and paint the door, baseboards, walls, window sills and the fireplace. \$117.60 for the replacement of the fireplace glass door, the replacement of two remote controls for the fireplace for \$56.00, a battery for \$6.71, a door knob for \$33.60, replacement of two blind plates for \$17.92, replacement of blinds for \$739.20 because the replacements would not function properly and cleaning service for the rental unit of \$180.00. The Landlord relies on a move-out inspection placed on a post-it note signed by one of the Tenants. The note displays a February 15, 2011 date with 7 items listed. The note shows a missing fireplace remote, a missing black desk (recovered by the Landlord), two missing blind plates, repairs and painting needed for the baseboard, wall, door and window sills. The note also shows the replacement of light bulbs (not being claimed by the Landlord), a missing visitor parking

pass (not being claimed by the Landlord), repair of a light switch for the dining table (not being claimed by the Landlord) and the cleaning of the kitchen and bathrooms required.

The Tenant has conceded in their submitted evidence and direct testimony that this post-it note was signed by one of the Tenants and that repairs and cleaning were required. The Tenant protests that they were not given the opportunity to address the issues in the rental unit as the Landlord had changed the locks after the February 15, 2011 date when keys were returned by the Tenant. The Tenant has conceded that repairs were required but that multiple estimates for an accurate repair estimate were not submitted to them for review.

Analysis

I am satisfied as both parties have personally attended the hearing and have referred to the others evidence that both have been properly served. Neither party has disputed receiving evidence.

Both parties have agreed that damages took place, but the Tenant states that they were locked out with two weeks still left in the tenancy. Based upon the submitted evidence and the direct testimony provided by both parties, I am satisfied that the Landlord has established a claim for damages. The Landlord has not complied by completing a proper condition inspection report for the move-out. The Landlord did not complete a condition inspection report for the move-in. The Tenant has disputed some of these damages and has stated that some of them are part of the normal wear and tear of a rental unit. The Tenant has provided no evidence to contradict the Landlord's claims nor has he disputed the reasonableness of the costs that the Landlord is claiming. As there is conflicting evidence from both parties over what is reasonable wear and tear, I find that I prefer the evidence of the Landlord over that of the Tenant. The Landlord has not satisfied me with the total costs incurred for the damages as submitted. Instead, I award to the Landlord nominal damages which I set at \$2,500.00.

The Landlord is entitled to the recovery of the \$50.00 filing fee. As the Landlord still retains the \$1,050.00 security deposit, I order that the Landlord retain this amount in partial satisfaction of their claim and I grant a monetary order under section 67 for the balance due of \$1,500.00. 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 \$1,500.00.
The Landlord may retain the security deposit.

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: July 4, 2011.

Residential Tenancy Branch