



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

This tenancy began May 15, 2008 with monthly rent of \$1500.00.00 and the tenants paid a security deposit of \$750.00.

The landlord testified that a move-out inspection was completed with the tenant and that during this inspection it was found that the living room and bedroom carpet needed cleaning, a small hole in the landing carpet required repair, the bathroom linoleum needed to be repaired/replaced and the window sill in the downstairs bedroom needed to be repaired. The tenant testified that she was in agreement with the hole in the carpet and the damage to the linoleum but did not agree with the cost to repair the linoleum, condition of the window sill or the landlord having to clean the carpets.

The landlord stated that she had pointed out the numerous tack holes on the wall to the tenant during the inspection but had not noted the holes on the move-out condition inspection report. The tenant responded by stating that she had asked the landlord about using tacks, that the landlord had said it would be okay and this was normal wear and tear. The landlord stated that she had said it was okay but that with upwards of 400 tack holes in one room the damage was excessive.

The landlord stated the rental unit had been completely renovated prior to the start of this tenancy and that the carpets and linoleum brand new. The tenants stated that the

property was not in good condition when they moved in and that they left it in the same condition it was in at the start of the tenancy.

The landlord stated that the carpet cleaning company had to clean the carpets twice and use a special restoration process to get the carpets clean. The tenant responded by stating that they had shampooed the carpets at the end of the tenancy but that the carpets had not been shampooed during the tenancy.

The landlord referred to the photographic evidence and the track at the patio door not having been cleaned or any of the window tracks. The tenant stated that she had done her best to clean and reiterated that the rental unit was being felt in the same condition it was in at the start of the tenancy.

The landlord testified that the tenants did not pay the final hydro bill however the tenants stated that they had paid the final bill and pointed out that the bill submitted by the landlord is for May 1 to May 21, after the end of the tenancy.

The landlord is claiming 23 days of rent for the month of May as it took 3 weeks to get all of the work completed and the property ready for new tenants. The landlord stated that in addition to the condition of the interior of the house, the tenants had left black trash bags and discarded items in the yard. The tenants stated that some of the trash bags had been there at the start of the tenancy and the landlord did not remove them as promised. The tenant also stated that she had left a chair behind by mistake and that there may have been an old Christmas tree left in the yard.

The landlord stated that the bi-fold door and exterior light had been broken by the tenants. The tenants refuted the landlord's claim saying the bi-fold door was broken at the start of the tenancy as was the exterior light.

The landlord in this application is seeking \$3000.00 compensation:

- Carpet repair and Linoleum Installation \$280.00
- Carpet cleaning \$231.84
- BC Hydro \$116.03
- Loss of rent (23 days) \$1112.00
- Wall repairs, cleaning \$390.00
- Bifold door \$50.00

The landlord ended by stating that she was only claiming for part of the damage caused by the tenants and that the cost of repairs was actually well over \$1800.00. The tenants responded by stating that they expected some amount of costs for damages or cleaning but not this and again reiterated that the rental unit was being felt in the same condition it was in at the start of the tenancy.

## Analysis

Based on the documentary evidence and testimony of the parties, 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 damage to the unit and loss.

The tenant acknowledged in this hearing that there was a hole in the carpet and damage to the linoleum floor caused by the tenants, I find that the landlord is entitled to \$280.00 compensation for the cost of repairs.

Evidence submitted by the landlord confirms the condition of the carpets and that professional cleaning was required to bring them back to an acceptable condition, I find that the landlord is entitled to \$231.84 compensation for carpet cleaning costs.

Although the tenant had permission from the landlord to use tacks on the walls, I find the number of tack holes to be excessive as approximately 400 were noted in one room, I find that the landlord is entitled to \$390.00 compensation for the cost of repairs to the walls.

**Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises speaks in part to:**

*Nail Holes: 2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.*

As the landlord did suffer a loss of rental income due to the property being vacant for 3 weeks while repairs were completed, I find that the landlord is entitled to \$1112.00 compensation for loss of rental income for the month of May 2011.

I find that the hydro bill submitted by the landlord is not a hydro bill left unpaid by the tenants as the bill specifies a date range of May 1, 2011 through May 21, 2011; this portion of the landlord's claim is dismissed.

The parties gave conflicting testimony on the damage to the bi-fold door and exterior light and in the absence of a move-in condition report, this portion of the landlord's claim is dismissed.

Accordingly I find that the landlord is entitled to a monetary order for \$2063.84.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2063.84 in damages and loss. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$750.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1313.84**.

If the amount is not paid by the tenants, 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: August 24, 2011.

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Residential Tenancy Branch