

DECISION

Dispute Codes: MND, MNR, MNDC, MNSD and FF

Introduction

This application was brought by the landlord on April 18, 2011 seeking a Monetary Order for damage to the rental unit, unpaid utilities, recovery of the filing fee for this proceeding, and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on April 19, 2011, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the damages and losses claimed taking into account whether damages are proven, attributable to the tenant, reasonable as to remediation costs, and whether the landlord has taken reasonable steps to minimize the losses claimed. Damage awards are also considered against reasonable wear and tear and depreciation and the burden of proof lies with the claimant.

Background, Evidence and Analysis

This began on September 1, 2010 under a fixed term rental agreement set to end on August 31, 2011. Rent was \$1,800 per month and the landlord holds a security deposit of \$900 and a pet damage deposit of \$200, both paid on August 2, 2010.

The tenant gave the landlord written notice dated February 25, 2011 that she would be leaving the fixed term agreement early, on March 31, 2011. The landlord was able to find new tenants for April 1, 2011 and there is no claim for loss of rent.

However, the landlord submits claims for damage to the rental unit and unpaid utilities, evidenced by receipts and letters from the tenants immediately preceding and succeeding the subject tenancy. The former attest that they had left the rental unit in pristine condition and the latter attested that the rental unit was in need of painting and cleaning due to the odour of cigarette smoke and that they knew the landlord had shampooed the carpets.

During the hearing, the landlord gave detailed evidence on each of the claims on which I find as follows:

Unpaid utilities \$491.96. The tenant was responsible for utilities under the rental agreement. The landlord had initially estimated unpaid utilities at \$477.84 but submitted a subsequent final billing for \$491.96. This claim is allowed in full.

Repairs to lawn - \$150. The landlord gave evidence that the lawn had been recently renewed prior to the tenancy in question. He stated that the tenant had three dogs who had left considerable damage to the grass. This claim is allowed in full.

Damage to fence gate - \$25. This claim is supported on the itemized billing provided by the renovation service engaged by the landlord. The landlord stated that he believed the gate had been broken by parties who were assisting the tenant during her move from the rental unit. This claim is allowed.

Removal of refuse - \$75. This claim is included in the renovation service billing and the landlord stated that it included charges for removal of debris under the deck area, metal alongside the house and a treadmill left behind. This claim is allowed in full.

Light bulb replacement - \$80.87. This claim, supported by receipts, is for replacement of three halogen bulbs in the bathroom, two halogen bulbs in the kitchen and an additional 12 standard bulbs throughout the unit. Allowed.

Patching of walls - \$25. While damage from wall hangings is often normal wear and tear, given the need to repaint caused by smoking in the rental unit despite a prohibition in the rental agreement, I find this claim for the preparatory work should be allowed.

Paint and labour - \$300. As evidenced by the letter submitted by the new tenants and paid receipts for materials of \$112.56 with the balance credited to the new tenants who did the work, I find this claim to be comparatively modest and it is allowed in full.

Replace missing kitchen cabinet handle - \$10. This item was included in the renovation service bill and the claim is allowed.

Repair damaged blinds - \$15. This item was included in the renovation service bill and the claim is allowed.

Repair water damage to living room floor - \$125. This item was also included in the renovation service bill. The landlord stated that there had been water damage to approximately one square foot of the floor and he was fortunate to have enough of the material left over for the repair. This claim for the labour is allowed in full.

Wash and shampoo carpeted stairway - \$50. Given the corroborating evidence of the new tenants and the very reasonable size of this claim, it is allowed in full.

Filing fee - \$50. Having found that the application has succeeded on its merits, I find that the landlord is entitled to recover the \$50 filing fee for this proceeding from the tenant.

Security and pet damage deposits – (\$1,100). As authorized under section 72 of the *Act*, I find that the landlord is entitled to retain the security deposit of \$900 and the pet damage deposit of \$200 in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid utilities	\$ 491.96
Repairs to lawn	150.00
Damage to fence gate	25.00

Removal of refuse	75.00
Light bulb replacement	80.87
Patching of walls	25.00
Paint and labour	300.00
Replace missing kitchen cabinet handle	10.00
Repair damaged blinds	15.00
Repair water damage to living room floor	125.00
Wash and shampoo carpeted stairway	50.00
Filing fee	50.00
Sub total	\$1,397.83
Less retained security and pet damage deposits (No interest due)	- 1,100.00
TOTAL	\$ 297.83

Conclusion

In addition to authorization to retain the tenant's security and pet damage deposits, in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$297.83**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

August 5, 2011