

## **DECISION**

**Dispute Codes:** MND MNSD and FF

### **Introduction**

This application was brought by the landlord on May13, 2011 seeking a Monetary Order for damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

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

### **Issues to be Decided**

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

### **Background, Evidence and Analysis**

This tenancy began on April 1, 2010 and ended on May 1, 2011. Rent was \$2,000 per month and the landlord holds a security deposit of \$1,000 and key fob deposits of \$300.

While the damage claims substantially exceed the value of the deposits, the landlord stated that he would consider all claims satisfied by authorization to retain the deposits and waived the claim for a Monetary Order beyond that amount.

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

**Replace a portion of the carpeting - \$1,120 (\$1,000 plus \$120 HST).** The landlord stated that, despite a prohibition against smoking in the rental unit, the cigarette burns required a portion of the carpeting to be replaced. The burns are noted on the move-out condition inspection report signed by one of the tenants. In the absence of any evidence to the contrary, this claim is allowed.

**Repair damaged bedroom door - \$224 (\$200 plus \$24 HST).** The same service provider estimated this amount to repair a door that had been poorly repaired by the tenants and it was also noted on the condition inspection report. The claim is allowed.

**Repair/replace coffee table - \$150.** The landlord stated that the tenants had left cigarette burns on a coffee table. This claim is allowed in full.

**Loss of one key fob - \$100.** As per the rental agreement, the landlord had issued three key fobs at the beginning of the tenancy and only two were returned. This claim is allowed.

**Loss of one chair - \$150.** This claim is based on the fact that the chair was missing at the end of the tenancy. The claim is allowed.

**Loss of telephone handset - \$20.** This also was among the items missing at the end of the tenancy. The claim is allowed.

**Replace two broken table lamps - \$60.** In the absence of any evidence to the contrary, this claim is allowed.

**Replace missing alarm clock - \$15.** This claim is allowed.

**Replace missing pillow - \$15.** This claim is allowed.

**Carpet cleaning and sanitizing - \$150.** This claim is allowed.

**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 key fob deposits – (\$1,300).** As authorized under section 72 of the *Act*, I find that the landlord is entitled to retain the deposits **in full satisfaction** of the balance owed.

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

Replace a portion of the carpeting	\$ 1,120.00
Repair damaged bedroom door	224.00
Repair/replace coffee table	150.00
Loss of one key fob	100.00
Loss of one chair	150.00
Loss of telephone handset	20.00
Replace two broken table lamps	60.00
Replace missing alarm clock	15.00
Replace missing pillow	15.00
Carpet cleaning and sanitizing	150.00
Filing fee	50.00
Sub total	\$2,054.00
Less retained security and fob damage deposits (No interest due)	- 1,300.00
<b>TOTAL</b>	<b>\$ 754.00</b>

## Conclusion

Having found that the landlord's damages exceed the value of the deposits held by \$754.00, as requested by the landlord, **I hereby authorize and order, pursuant to section 72 of the Act that the landlord retain the \$1,300.00 held in deposits** in full and final satisfaction of the damages claimed and awarded herein.

August 25, 2011