

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

This application was brought by the landlords on May 26, 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 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 May 27, 2011, the tenants did not call in to the number provided to enable their 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 tenants and proven and reasonable as to remediation costs and whether the landlords have 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 June 1, 2010 and ended on April 30, 2011. Rent was \$1,900 per month and the landlords hold a security deposit of \$950 and a pet damage deposit of \$400, both paid at the beginning of the tenancy.

The landlords have submitted paid receipts, one estimate, and numerous photographs in support of their application and all damages were noted in the move-out condition inspection report in which two of the tenants participated.

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

Carpet cleaning - \$310. The landlords submitted a copy of an itemized invoice for \$412.51 for carpet cleaning but have deducted a portion for downstairs rooms which were not stained. This claim is allowed.

Repair kitchen counter - \$168. The landlords submitted a photograph showing a half-inch hole in the kitchen counter top and a paid invoice for the amount claimed. The claim is allowed..

Clogged toilet - \$156.80. The landlords submitted a paid plumber's invoice for \$270, but they have not claimed the portion for repair of a bathroom sink. A photograph was submitted showing a plastic toy removed from the toilet trap by the plumber which is claimed. It is allowed.

General cleaning - \$320. In addition to photographic evidence, the landlord have submitted a detailed accounting of required cleaning representing two persons working two eight-hour days at \$10 per hour, a rate substantially below the norm. This claim is allowed in full.

Repair/replace cupboards & kitchen door & drawers - \$1,004.80. This claim, supported by a written estimate, is for replacement of kitchen doors and drawers marked by markers and pens. The landlord gave evidence that they had explored the possibility of simply refinishing the cupboard facings, but they had been advised that sanding and color matching difficulties made replacement a more plausible solution and comparable in cost. This claim is allowed.

Pet damage - \$721.34. To draw a distinction between the security and pet damage deposit claims, the landlords have included an estimate for replacement of two lower cabinets and two panels at \$358.40 and \$147.84 respectively. The landlords also clam \$75 for the diminished value of a carpet damaged by pet clawing on a downstairs bedroom. In addition, the landlords claim \$150 for patching and repainting of claw marks on the kitchen wall entry. On this item, I note that the claim is itemized at 1.5 hours at \$10 per hour and the correct extension appears to be \$15. Therefore, I grant

the benefit of the doubt to the tenants and reduce this claim by \$135.and award **\$536.84.**

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

Security and pet damage deposits – (\$1,350). The tenants forwarding address was provided on May 13, 2011 and the application was made on May 26, 2011 and is compliant with the 15-day time limit set by section 38(1) of the *Act*. As authorized under section 72 of the *Act*, I find that the landlords are entitled to retain the security deposit of \$950 and the pet damage deposit of \$400 in set off against the balance owed.

Thus, I find that the tenants owe to the landlords an amount calculated as follows:

Carpet cleaning	\$ 310.00
Repair kitchen counter	168.00
Clogged toilet	156.80
General cleaning	320.00
Repair/replace cupboards & kitchen door & drawers	1,004.80
Pet damage	596.24
Filing fee	<u>50.00</u>
Sub total	\$2,605.84
Less retained security and pet damage deposits (No interest due)	- 1,350.00
TOTAL	\$1,255.84

Conclusion

In addition to authorization to retain the tenants' security and pet damage deposits, in set off, the landlords' copy of this decision is accompanied by a Monetary Order for **\$1,255.84**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

September 2, 2011