



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on June 28, 2011, to the forwarding address given by the tenants, however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$2839.15.

Background and Evidence

The applicant testified that:

- At the end of the tenancy the rental unit was left with the carpets smelling badly of urine and as a result the carpets had to be cleaned.
- The rental unit was generally clean however the kitchen was still in need of significant cleaning.

- There were numerous holes and gouges in the walls, and dog scratches to the baseboards and this damage had to be repaired and repainted.
- The hardwood floors were badly scratched.
- The fridge filter needed to be replaced and there were numerous light bulbs burned out.
- The tenants had also failed to pay their Hydro bill, the April 2011 rent, and a portion of the May 2011 rent.

The applicant is therefore requesting an order as follows:

Carpet cleaning	\$248.20
General cleaning	\$87.50
Repair and paint damage	\$162.50
Hardwood floor repair	\$400.00
Replace fridge filter and light bulbs	\$113.60
City of Kelowna a Hydro bill	\$89.95
April 2011 rent outstanding	\$1295.00
May 2011 rent outstanding	\$342.50
Filing fee	\$50.00
Total	\$2789.25

Analysis

It is my decision that I accept the landlord's testimony as to the condition in which the rental unit was left and therefore I allow the full amount claimed for cleaning and damages.

It is also my finding that the landlord has shown that there is outstanding rent as claimed.

I therefore allow the full amount claimed by the landlord.

Conclusion

I have allowed the landlords full claim of \$2789.25 and I therefore order that the landlord may retain the full security deposit of \$650.00, plus the full pet deposit of \$200.00, and I have issued a monetary order for the difference in the amount of \$1939.25.

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: September 30, 2011.

Residential Tenancy Branch