

DECISION

Dispute Codes

MNDC, MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on October 10, 2010 and ended on May 4, 2011. The tenants were obligated to pay \$1200.00 per month.

Both parties provided oral testimony. The landlord provided extensive documentary evidence, as well as receipts and testimony that support their claim. The landlord also provided some photos however the “before” tenancy photos were only helpful to a limited extent as they were wide angle panoramic shots that had some poor lighting. The “after” tenancy shots were close up shots that provided a much closer look at the unit. The landlord did not provide a move in condition inspection or move out condition inspection.

The tenant did not provide any evidence or photos however did state they had “lots” of evidence at home. When I asked the tenant why he didn’t submit the evidence he stated “we’re a busy family”. The tenant stated on multiple occasions that the damage claimed by the landlord was just “regular wear and tear”.

The landlord seeks full replacement value for the items listed below, however when making my decision in the amounts to be awarded I base the total to be awarded on the amount of “useful life” left in the item as claimed.

The landlord seeks to recover the costs of the following:

- [1] For the replacement of the carpet \$3463.26. The landlord testified that the carpet in the master bedroom was 15-20 years old, but in good condition and the carpet in the second bedroom was only a few months old. I find that the landlord is entitled to 50% as claimed. I find the landlord is entitled to \$1731.63.
- [2] Refinishing of the hardwood floor \$2016.00. The tenant testified that it was just “wear and tear”. The landlord testified that the floors were redone in 2003 however without a condition inspection report and photos that are helpful only to a limited extent; I find the landlord is entitled to 50% as claimed. I find the landlord is entitled to \$1008.00.
- [3] Painting and miscellaneous cabinet repairs \$1358.14. The tenant disputed this portion of the landlords claim and advised it was just “wear and tear”. I do not accept the tenant’s testimony. The landlord provided evidence that shows the damage to the walls and surfaces to be beyond regular “wear and tear”. I find the landlord is entitled to recover this cost.
- [4] Stove range and hood \$671.98. The tenant once again advised the stove damage was just regular “wear and tear”. I do not accept the tenant’s testimony. The landlord provided evidence to show the damage from more than regular use. However, the landlord advised that the oven and hood range was at least five years old. I find the landlord is entitled to 50% as claimed. I find the landlord is entitled to \$335.99

- [5] Closet bi-fold doors \$267.59. The tenant disputed that there was ever any bi-fold doors in the unit. The evidence provided by the landlord did not show any bi-fold doors in any photos. I dismiss this portion of the landlords' claim.
- [6] Blinds and vent covers \$161.51. The tenant testified that the blinds never did work properly. The landlord was unable to provide any evidence to support their claim. I dismiss this portion of the landlords claim.
- [7] Light fixture \$111.99. The landlord did not provide any evidence of why this item needed to be replaced. I dismiss this portion of the landlords claim.
- [8] Cleaning supplies and miscellaneous parts. \$348.52. The landlord provided all receipts in regards to this portion of their claim. I find the landlord is entitled to recover this cost.
- [9] Carpet Treatments \$101.94. The landlord attempted to clean the carpets before replacing them; I find the landlord is entitled to recover this cost.
- [10] Under Carpet Treatment \$26.64. The landlord attempted to mitigate the damage to the carpet; I find the landlord is entitled to recover this cost.
- [11] Ripple rock restoration \$252.67. The tenant did not dispute this claim; I find the landlord is entitled to recover this cost.
- [12] Security system \$380.87. The tenant did dispute this portion of the landlords claim but was unable to provide any evidence. The tenant testified that the door to the unit had always been damaged. I do not accept the tenant's testimony in regards to

this. I do not find it reasonable that the tenant would live in a unit that did not have properly secured doors and locks and would accept it as such. I find the landlord is entitled to recover this cost.

[13] Loss of revenue \$3600.00. I do not accept that it took three months to conduct and complete the repairs as noted by the landlord. In the landlords testimony they stated that they were “overwhelmed” at the scope of work required. The landlord attempted to conduct the repairs but admitted that it was “too big a job to take on”. I find that the delay involved in completing the repairs is a result of the landlord “shopping around” for contractors and their inability to complete the repairs on their own. The repairs were basic and mostly cosmetic. Based on the evidence provided by the landlord and the extent of repairs I find the landlord is entitled to the recovery of the equivalent of one month’s rent \$1200.00.

[14] **Filing fee.** The landlord seeks to recover the \$100.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$100.00.

Conclusion

In summary, the landlord has been successful in the following claims:

Loss of Revenue	\$ 1200.00
Cleaning/Repairs/Replacement	\$ 5544.40
Filing fee	\$ 100.00
	\$
	\$

	\$
Total:	\$6844.40

The landlord has established a claim for \$6844.40. I grant the landlord an order under section 67 for the balance due of \$6844.40. This order may be filed in the Small Claims Court 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*.

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Dated: September 01, 2011.

Residential Tenancy Branch