



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. I note that the Landlord states that the mail was sent to a forwarding address provided by the Tenant’s relative and not the address contained in the application. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy of a five bedroom home began on August 1, 2009 and ended on June 31, 2011. Rent in the amount of \$1,250.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$625.00. A move in condition inspection was conducted

between the Parties on November 26, 2009. A move-out inspection was conducted on June 27, 2011 by the Landlord and a relative of one of the Tenant's. This person did not sign the move-out report and provided the Landlord with a forwarding address for the Tenants. The Landlord provided a copy of the report to the Tenants with the Hearing package mailed to the Tenants.

The Landlord states that the unit was left unclean and damaged at move out. The Landlord states that the walls were left with holes, the carpet was dirty and stained, the carport and deck floor was dirty, windows were dirty, floors were dirty and the walls required spot washing. The move-out report is missing page two however handwritten notes inserted with the report notes holes in walls, living room carpet damage, dirty windows, floor damage in the bedroom and rec room, and dirty carport and deck walls. The Landlord provided photos of one small stain to the living room carpet, the carport and deck floors, a bedroom wall showing four holes and a living room wall with two holes. It is noted that the move-in report notes a stained and dirty carpet, drywall damage to the bedroom wall and a hole in the laundry room wall. The Landlord provided receipts for \$700.00 to repair and paint the walls, \$80.00 for carpet cleaning, \$50.00 for cleaning the carport and deck floors, \$150.00 for floor repairs and washing, spot washing walls and paint removal. The Landlord states that all walls in the unit were damaged and required paint. The Landlord claims a reduced amount of **\$625.00** for the cost of repairing and cleaning the unit.

Analysis

Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. Given the move-in report of damage to some walls, I find that the Landlord has not substantiated a claim for the cost to paint and repair all the walls. Given the [photo evidence of 2 holes in the living room and 4 holes in a bedroom wall, I find that the Landlord has substantiated a reasonable cost for repair of these holes in the amount of **\$100.00**. Given the move-in report of a stained and dirty carpet and a photo of one small stain on the carpet at move-out, I find that the

Landlord has not substantiated the full cost to clean the carpet. I find that the Landlord has substantiated a reasonable cost to remove the carpet stain in the amount of **\$40.00**. Given the move-out report of dirty windows, I find that the Landlord has substantiated the cost of **\$50.00**. Given the move-out report noting dirty floors in the carport and deck, and considering the photo evidence of this state, I find that the Landlord has substantiated the cost of **\$50.00** for this cleaning. Given the move-out report notes floor damage in the bedroom and rec room but no dirty walls or paint spots, and considering no photos were provided of dirty walls or paint spots, I find that the Landlord has substantiated a portion of the costs submitted for repairing and cleaning the floors, washing the walls and paint removal in the amount of **\$100.00**.

As the Landlord has been only partially successful with his claims, I find that the Landlord is entitled to recovery of half the filing fee in the amount of **\$25.00** for a total entitlement of **\$365.00**. I order the Landlord to retain this amount from the security deposit and interest of **\$625.00** and return the amount of **\$260.00** to the Tenants forthwith. I provide a monetary order for the Tenants in this amount.

Conclusion

I order that the Landlord retain the amount of \$365.00 from the security **deposit** and interest of \$625.00 in satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for the balance due of **\$260.00**. If necessary, 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*.

Dated: October 05, 2011.

Residential Tenancy Branch