

DECISION

Dispute Codes: *MND, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning and repair to the rental unit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for costs incurred to repair and clean the rental unit? Is the landlord entitled to recover the filing fee?

Background and Evidence

The tenancy started on August 31, 2010 and ended on November 01, 2011. The monthly rent was \$1,100.00 per month. Prior to moving in the tenant paid a security deposit in the amount of \$550.00.

A move in inspection report was filed by the landlord. No discrepancies were noted. The tenant signed the report which also contained a statement regarding smoking not permitted inside the home.

The landlord stated that at the end of tenancy, smoke damage was visible throughout the unit and filed photographs to support her testimony. The tenant denied having smoked inside the home and stated that the discoloration on the blinds, carpet, vents, doors, walls etc. was due to either smoke from the fireplace or from the previous tenant.

In reply to the tenant's evidence, the landlord filed receipts and invoices to show that the fireplace and the unit were professionally cleaned, at the start of the tenancy and pointed out that there was no mention of stains or dirt on the move in inspection report.

The landlord filed invoices to support a major portion of her monetary claim. The landlord had to hire a professional company to clean and deodorize the unit to rid it of smoke damage, discoloration and odour.

The landlord also claimed \$500.00 to replace a portion of the siding that was damaged by the tenant's son. The landlord accepted the tenant's offer of \$200.00 towards her claim.

The landlord stated that the tenant gave notice to move on September 30, 2011 with an effective date of November 01, 2011, and used the security deposit as rent without the landlord's consent. The tenant did not dispute this.

The landlord is claiming the following:

| | | |
|----|--|-------------------|
| 1. | Unpaid Rent | \$550.00 |
| 3. | Labour to steam clean carpet and neutralize smoke damage | \$455.50 |
| 4. | Repair siding | \$500.00 |
| 5. | Repair bedroom closet | \$25.00 |
| 6. | Grass seed and fertilizer | \$100.00 |
| | Total | \$2,218.50 |

Analysis

The tenant agreed that she had not paid rent for half the last month of the tenancy and therefore owes the landlord \$550.00 towards unpaid rent.

Based on the verbal testimony and documentary evidence, I find that the unit was professionally cleaned prior to the tenancy. The photographs show that the presence of stains, discoloration and dust in the unit and the invoices support the expense incurred by the landlord to clean and rid the unit of smoke damage. Accordingly, I find that the landlord has established a claim for the cost of labor to wash walls, steam clean the carpet, neutralize smoke damage and for the use of the Ozone machine.

The tenant agreed to pay \$200.00 toward the repair of the siding and the landlord accepted this offer.

The landlord did not file any evidence to support her claim to repair the bedroom closet and for grass seed and fertilizer and therefore I dismiss these claims.

I find that the landlord has established the following claim:

| | | |
|----|--|-------------------|
| 1. | Unpaid Rent | \$550.00 |
| 3. | Labour to steam clean carpet and neutralize smoke damage | \$455.50 |
| 4. | Repair siding | \$200.00 |
| 5. | Repair bedroom closet | \$0.00 |
| 6. | Grass seed and fertilizer | \$0.00 |
| | Total | \$1,793.50 |

Since the landlord has proven a major portion of her claim, she is also entitled to the recovery of the filing fee of \$50.00.

Overall, I find that the landlord has established a claim for \$1,843.50. I order that the landlord retain the security deposit of \$550.00 and accrued interest of interest of \$0.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,293.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$1,293.50**.

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: January 03, 2012.

Residential Tenancy Branch