



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages to the rental unit, for compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlord's agent served the Tenant with the Notice of Hearing documents by registered mail sent February 14, 2012.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order pursuant to the provisions of Section 67 of the Act?

### **Background and Evidence**

A copy of the tenancy agreement was provided in evidence. Monthly rent was \$710.00, due the first day of each month. On October 4, 2010, the Tenant paid a security deposit and a pet damage deposit, each in the amount of \$355.00, for a total of \$710.00. The Tenant also paid a \$50.00 fee for a deposit on the remote control garage door opener. The Landlord is holding both of the deposits and the \$50.00 fee.

The Landlord's agents gave the following testimony and documentary evidence:

The Landlord provided a copy of the Condition Inspection Report that was completed with the Tenant on October 5, 2010. The Landlord's agents testified that the Tenant did not attend at the move out inspection, and that she just dropped off the keys and her forwarding address on January 31, 2012.

The Landlord's agents testified that the Tenant did not clean the rental unit at the end of the tenancy and that it took the Landlord's cleaning staff 8 hours to clean the floors, fridge, cabinets, walls, oven, bathroom and windows. They stated that the Tenant's dogs ruined the carpet with urine and feces and that the subfloor in the hallway had to be replaced. The Landlord seeks only partial payment for the carpets because they were 2 years old at the beginning of the tenancy. The Landlord's agents testified that

the bottom of the floor-length blinds were also soaked with urine and had to be replaced. The Landlord's agents stated that the mirrored closet doors were also damaged by the dogs and the sliding doors were full of pet urine and feces.

The Landlord's agent OA testified that the Tenant's dogs broke a window, which also had to be replaced. The Landlord's agent OA stated that she received a call on December 24, 2011 at 2:45 p.m. from one of the Tenant's neighbours that the Tenant's dog had broken a window that opened onto a shared patio. She stated that about 3:15 p.m. another neighbour called her about the same incident, but this neighbour said she saw three dogs coming from the Tenant's apartment.

The Landlord provided invoices and photographs in support of its application for damages.

The Landlord seeks compensation, calculated as follows:

General cleaning (8 hours)	\$160.00
Partial recovery of cost to replace carpet and 11 sheets of subfloor (total cost \$1,774.00 plus HST)	\$1,000.00
Partial recovery of cost to replace blinds (total cost \$699.00 plus HST)	\$150.00
Mirrored door replacement (4)	\$300.00
Cost to replace window broken by Tenant's dogs	<u>\$470.33</u>
TOTAL	\$2,080.33

The Tenant and her agent gave the following testimony:

The Tenant did not dispute the charges for the blinds and the mirrors.

She testified that she left early in the morning at the end of the tenancy and so she just left the keys with the Landlord by dropping them through the slot in the door. The Tenant stated that the Landlord told her she had to be out by 1:00, but did not tell her that there was going to be a move-out condition inspection at that time. The Tenant testified that she provided the Landlord with her forwarding address in writing on December 31, 2011.

The Tenant stated that photographs 10 and 12 were not of her apartment. She stated that her walls were not blue, as depicted in photograph 12. The Tenant stated that she did not shampoo the carpets because she thought they were going to be replaced. She thought they were going to be replaced because there were cigarette burns in the carpet from a previous occupant.

The Tenant testified that she cleaned the rental unit before she moved out, with the exception of shampooing the carpet.

The Tenant testified that the patio window was broken from the outside about 72 hours into the tenancy. The Tenant stated that there was a small hole in the window, as if it had been hit by a rock thrown by a lawnmower, which was starting to "spider web". The Tenant testified that she told the Landlord about it, but the Landlord did not fix it or offer any form of cover for it. She stated that she was not home when it broke and that it just "collapsed". The Tenant stated that she has two dogs, who weight 16 and 22 pounds and that they could not have shattered the window if it were not already broken.

The Tenant stated that there were other problems with the rental unit from the beginning of the tenancy. For example, the fan in the bathroom did not work.

The Landlord's agent gave the following reply:

The Landlord's agent concurred that photo 12 was from a different rental unit and stated that the building manager was new and got a picture of another suite mixed up with the Tenant's in error. The Landlord's agent testified that the other photos were all from the Tenant's suite.

The Landlord's agent testified that she does not recall the Tenant telling her about a hole in the window. She stated that she remembers the Tenant mentioning the fan, but that the Tenant's agent told him he wanted to fix it.

### **Analysis**

The Tenant agreed that she was responsible for the damage to the mirrors and the blinds. I find the amounts claimed by the Landlord are reasonable for these items and I allow this portion of the Landlord's claim in the total amount of **\$450.00**.

Based on the photographic evidence, I am satisfied that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy as required under Section 37 of the Act. The stove top and oven were very dirty; the tracks of the mirrored closet doors were filthy; the walls and baseboards were dirty; the carpets were stained and torn; the bottom of the blinds were badly stained and the silver had come off the bottoms of the mirrored doors. The move-in Condition Inspection Report, which was signed by the Tenant, indicates that the kitchen; the appliances; the windows; mirrors; and walls were all in satisfactory condition at the beginning of the tenancy. I allow the Landlord's claim

in the amount of **\$160.00** for the cost of cleaning the rental unit at the end of the tenancy.

The Inspection Report also indicates that the carpet in the hall had a “few bleach marks” and the living room carpet had “bleach marks and burn marks”. I find it probable that the stains on the vertical blinds were left by the dogs urinating on them and that this would also leave the carpet wet with urine. I also find it probable that the carpet was torn by the Tenant’s dogs as the tear is close to a door. However, I find that the carpet was only in fair condition at the beginning of the tenancy and I therefore award the Landlord 25% of the cost of replacing the carpets and subfloor, in the amount of **\$496.72** (\$1,774.00 x 25% plus 12% HST).

The Tenant testified that the window was broken a few days into the tenancy through no fault of her own, however the Tenant did not provide evidence that she had advised the Landlord that the window required replacement. I am satisfied on the balance of probabilities that her dogs caused the window to break. I allow this portion of the Landlord’s claim in the amount of **\$470.33**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security and pet damage deposits in the amount of **\$710.00** towards partial satisfaction of the Landlord’s monetary claim. No interest has accrued on the security deposit. The Landlord is also holding a **\$50.00** fee for the remote control. I allow the Landlord to apply this fee towards partial satisfaction of its award. The Landlord is warned that there is no provision in the Act that allows a Landlord to hold onto a fee for keys, fobs or other access devices to the rental property once the Tenant has returned the access device.

The Landlord has been largely successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord a Monetary Order, calculated as follows:

Replace mirrors and blinds	\$450.00
Cost of cleaning the rental unit	\$160.00
Replace carpet and subfloor	\$496.72
Replace broken window	\$470.33
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,627.05
Less security deposit, pet damage deposit and remote fee	<u>- \$760.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$867.50</b>

**Conclusion**

I hereby provide the Landlord a Monetary Order in the amount of **\$867.50** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 23, 2012.

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Residential Tenancy Branch