



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, MND, FF.

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for repairs, cleaning, the filing fee and to retain the security deposit in satisfaction of her claim.

The tenant applied for a monetary order for a filing fee that was awarded to her at a prior hearing and for the recovery of the filing fee paid for this application. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenants were assisted in sign language, by an interpreter

Issues to be decided

Is the landlord entitled to a monetary order for repairs, cleaning, the filing fee and to retain the security deposit? Is the tenant entitled to her monetary claim and for the filing fee?

Background and Evidence

The tenancy started on August 01, 2009 and ended on March 31, 2012. The rent was \$1,550.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit and a pet deposit totalling \$1,550.00.

The landlord testified that prior to the start of this tenancy; the rental unit was fully renovated as there was extreme damage done to the home by the previous tenant. The renovation costs were covered by insurance. In an email dated July 25, 2009, the female tenant (SH) states "*Thank you for taking the time to show us the house today. You did a wonderful job renovating it. I love it; Just gorgeous*". The tenant agreed that she wrote this note but stated that she viewed the rental unit in a hurry and in the absence of her husband – the male tenant (GH).

At the hearing, GH stated that the rental unit had several discrepancies including a carpet that was frayed in several areas including inside the closet. GH stated that he pointed these discrepancies out to the landlord but did not have any evidence to support his version of the condition of the rental unit at the start of the tenancy.

The landlord testified that neither GH nor SH pointed out any problems with the home and that the carpet was brand new at the start of the tenancy.

The landlord testified that the carpet was not cleaned at the end of the tenancy and filed photographs to support her testimony. She further stated that there was a water leak during the tenancy and part of the carpet had water stains. Other areas had red blotches that the tenant stated was candle wax. However, upon having the carpet professionally cleaned, the landlord made an appropriate deduction to her claim for the portion of the carpet that was water stained.

The tenant stated that due to water damage, a window in the mud room fell out and broke. The tenant also stated that a basement window was damaged during a break in. The landlord stated that she was not informed of the damage and found out at the move out inspection. The landlord testified that repair work was not done as the current tenant is very ill. The landlord filed a quotation for the cost of repair.

The landlord stated that a patio door handle and a basement door were both damaged and filed photographs to support her testimony. The tenant agreed that the basement door was damaged and had supplied the landlord with a replacement but did not install it. The landlord stated that the size was incorrect and it could not be installed and that she would like to return it to the tenant.

The landlord stated that a lawn mower was given to the tenant approximately one year into the tenancy. The tenant stated that it did not work and he returned it to the landlord. The landlord argued that it was not returned and was not found in the rental unit.

The landlord is claiming the following:

1.	Carpets cleaning (\$196.00 – 25%)	\$147.00
3.	Windows, patio door and glass repair	\$435.64
4.	Door replacement and installation	\$352.00
5.	Lawn Mower	\$150.00
	Total	\$1,361.73

The landlord filed photographs and invoices to support her claim.

At a prior hearing on March 07, 2012, the tenant was awarded the filing fee of \$50.00. The landlord mailed the tenant a money order in this amount. The tenant stated that

she did not receive it. Both parties participated in an operator assisted call on April 12, 2012. The landlord filed a transcript of the call. It was confirmed during this call that the landlord had purchased a money order in the name of the tenant and that it was not yet cashed. The landlord filed the original receipt from Canada post which shows that she purchased and mailed the money order on March 09, 2012.

The landlord did not follow up with the money order after April 12, as both parties had filed applications regarding this matter prior to April 12 and the hearing was already scheduled for this date.

Analysis

Landlord's application:

1. Carpet cleaning - \$147.00

Based on the testimony of both parties and the photographs and invoice filed into evidence, I find that the tenant rental unit was not cleaned adequately by the tenant. The landlord made a 25% deduction off her claim for the water stained area. I find that the tenant must bear the cost of cleaning the carpet in the amount of \$147.00.

2. Carpet repair - \$277.09

The tenant agreed that the unit was newly renovated prior to the start of the tenancy. The landlord filed photographs that show areas of carpet that are frayed. The tenant did have a pet cat and the landlord stated that the fraying was probably caused by the cat. Based on the testimony of both parties and documentary evidence, I find that the carpet was new at the start of the tenancy and has sustained a fair amount of damage at the end of the tenancy. The landlord filed an invoice for the cost incurred to repair the damage. I find that the tenant is responsible for the damage and must bear the cost of repairs in the amount of \$277.09.

3. Windows, Patio door and glass repair - \$435.64

Based on the evidence, I find that the damage did exist at the end of the tenancy. The rental unit was renovated just prior to the start of this tenancy and therefore I find that the tenant must bear the cost of repairs. Even though the landlord has not carried out the repairs and has filed a quotation, I find that it is reasonably priced. Accordingly, I award the landlord \$435.64 toward the cost of repairs.

4. Door replacement and installation - \$352.00

The landlord filed photographs of the damaged door. The tenant agreed that the door was damaged and purchased a replacement but did not install it. Since the replacement is not the correct size, I find that the landlord is entitled to the cost of replacement and installation in the amount of \$352.00.

5. Lawn mower \$150.00

The tenant stated he returned the lawn mower but the landlord disagreed. Since the tenant agreed that the landlord provided him with one, I find that the tenant must replace it. However, the landlord did not provide evidence to support the age, condition or cost of the item. In the absence of adequate evidence, I dismiss the landlord's claim for \$150.00 towards the lawnmower

Over all, the landlord has established the following claim:

1.	Carpet cleaning (\$196.00 – 25%)	\$147.00
3.	Windows, patio door and glass repair	\$435.64
4.	Door replacement and installation	\$352.00
5.	Lawn Mower	\$0.00
	Total	\$1,211.73

Since the landlord has proven a major portion of her claim she is also entitled to the recovery of the filing fee. Accordingly, the landlord has established a claim totaling \$1,261.73.

Based on the testimony and evidence filed by both parties, I find that the landlord fulfilled her obligation by mailing a money order to the tenant, in the amount of \$50.00. The tenant is entitled to this amount as ordered by the Dispute Resolution Officer in a decision dated March 08, 2012. Since the tenant did not receive the money order even though the landlord mailed one in, I find it appropriate to award the tenant \$50.00 plus half the filing fee. Therefore the tenant has established a claim of \$75.00.

Overall the landlord has established a claim of \$1,261.73 and the tenant has established a claim of \$75.00. The landlord has the security deposit and pet deposit in her possession in the amount of \$1,550.00.

I will use the offsetting provisions of section 72 of the *Act* to grant the tenant under section 67 of the *Residential Tenancy Act*, a monetary order in the amount of \$363.27 which consists of the deposits minus the difference between the proven entitlements of

both parties. 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 in the amount of **\$363.27**.

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: May 10, 2012.

Residential Tenancy Branch