



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD and FF

This application was brought by the landlords on May 14, 2012 seeking a monetary award for unpaid rent and utilities, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposits in set off against the balanced owed.

Despite having been served with the Notice of Hearing sent by registered mail on May 17, 2012 to the forwarding address provided by the tenants and by subsequent texted reminders, they did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

This application requires a decision on whether the landlords are entitled to a monetary award as requested.

Claims in damages require that several factors be taken into account: the comparison of move-in vs. move-out condition inspection reports, whether damages are proven and attributable to the tenants, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. The burden of proof falls to the applicant.

Background, Evidence and Analysis

This tenancy began on July 15, 2010 and ended on April 30, 2012 pursuant to a 10-day Notice to End Tenancy for unpaid rent. Rent was \$1,600 per month and the landlords hold a security deposit of \$800 paid on June 9, 2012.

As a matter of note, the female tenant participated in completion of the move-out condition inspection report on April 30, 2012.

On the report itself, the tenant acknowledged the damages and unpaid rent and utilities claimed by the landlords and authorized them to retain the security deposit in set off against the balance owed.

In an addendum to the move-out condition inspection report, the landlord provided an itemized list of the claims and the tenant agreed to meet with the landlord and arrange a payment schedule. The estimate totalled \$6,490 with a notation on the laminate flooring that once dirt and pet hair were removed to permit inspection, additional charges could be added.

During the hearing, the landlord submitted a large number of photographs, estimates and receipts in support of the claims submitted and on which I find as follows:

Unpaid rent - \$2,140. This is the amount claimed on the sheet acknowledged by the tenant and it is allowed in full.

Unpaid utilities - \$355.64. The tenant had agreed to the landlord's estimate of \$400, reduced to the present claim by as invoiced. The claim is allowed in full.

Furniture removal – \$600. This claim is supported by a receipt and is the amount shown on the estimate list agreed to by the tenant. The claim is allowed in full.

General cleaning - \$300. This claim is supported by a receipt and the need for it is unquestionably verified by the photographic evidence. The claim is allowed in full.

Carpet replacement - \$1,480. This claim is made up of \$82.50 for removal of the existing carpet and \$1,397.50 to supply and install the replacement carpet, a claim substantial less than the \$2,000 to which the tenant agreed. The landlord stated that the carpet had been stained and made malodorous by the tenants' dog and one or two cats. The claim is allowed in full.

Replace laminate floor - \$1,637.70. This claim is made up of \$509.85 for removal of the existing floor and \$1,125 for supply and installation of the replacement. The landlords' photographic evidence clearly shows scratches to a degree that were beyond repair. Given the evidence of clear abuse, I find that I cannot apply consideration for normal wear and tear or depreciation. The claim is allowed in full.

Painting and patching - \$1,000. The landlords have claimed \$1,000 for painting and patching in the rental unit, the need for which was clearly demonstrated in the photographic evidence. The actual billing for the work was \$1,848 including tax and the landlords reduced the claim to allow for depreciation and normal wear and tear. I find that apportionment to be fair and the claim is allowed in full.

Front door and hallway repair - \$120. The landlord stated that the strata council had demanded that entry door to the rental unit and some damage to the hallway resulting from the move be repaired. While the original estimate had been \$50, I find that the landlords are entitled to recover the actual cost.

Filing fee - \$100. As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding from the tenants.

Security deposits – (\$800). As agreed by the tenant and as authorized by section 72(2)(b) of the *Act*, I order that the landlord retain the deposit and interest in set off against the balance owed.

Thus, I find that the tenants owes to the landlord an amount calculated as follows:

Unpaid rent	\$2,140.00
Furniture removal	600.00
General cleaning	300.00
Carpet replacement	1,480.00
Replace laminate floor	1,637.70
Painting and patching	1,000.00
Front door and hallway repair	120.00
Filing fee	<u>100.00</u>
Sub total	\$7,733.34
Less retained security deposit (no interest due)	<u>- 800.00</u>
TOTAL	\$6,933.34

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$6,933.34**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: July 12, 2012.

Residential Tenancy Branch