



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD and FF

This application was brought by the landlord on June 4, 2012 seeking a monetary award for damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Issue(s) to be Decided

This application requires a decision on whether the landlord is 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 tenant, 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 initially began on November 1, 2010 and ended on or about May 27, 2012. Rent was \$985 plus \$25 parking at the beginning of the tenancy and the landlord holds security and key deposits of \$692.50.

The landlord submitted a number of receipts, photographs and copies of move-in and move-out condition inspection reports for comparison purposes. The tenant objected to the fact that a couple of items had been changed on the move-out report from the time he signed it, changes the landlord stated had been added when further details had been noted or where actual invoices had replaced previous estimates.

The tenant submitted a written statement from a friend who had cleaned the apartment at the end of the tenancy who documented a substantial cleaning effort.

In addition, the tenant submitted evidence of other matters over which he was aggrieved including parking related issues and charges for guests, but I have not canvassed these issues as they are not related to claims made in the present application.

The landlord claims and I find as follows:

Carpet cleaning - \$117.60. On the basis of a paid receipt and photographic evidence, I find that this claim is substantiated. The claim is allowed in full.

Carpet staining - \$179.20. The landlord stated that this work followed the carpet cleaning when a number of stains had been left that required coloring. The tenant stated that some of the staining had resulted following a water intrusion into the rental unit through a light fixture from the unit above. In the absence of a receipt and with some doubt as to the role played by the water intrusion, I find that this claim must be dismissed.

Carpet replacement - \$844.08. The landlord submitted into evidence a copy of an invoice showing that all carpets in the rental unit had been replaced at a cost of \$2,266.86 just two weeks before the tenancy began. The landlord's photographic evidence shows a number of cigarette burns in the living room carpet which he said required replacement of that section at a cost of \$844.08 for which he submitted a receipt. Standard depreciation tables place the useful life of average carpeting at 10 years. Therefore, I will allow this claim after depreciating the carpet by the 19 months of the tenancy thus: $101 \text{ months} \div 120 \text{ months} \times \$844.08 = \$710.43$.

One unreturned key fob - \$50. The tenant concurred with this claim and it is allowed in full.

Replace closet door - \$125. The landlord makes this claim for replacement of a closet door which had a hole in it at the end of the tenancy. The tenant stated that the bi-fold

door was very old and that settling of the building had resulted in such doors jamming which resulted in the hole when he attempted to push the door open. The landlord was unaware of the age of the door. On the basis of photographic evidence, I find that in all probability the tenant pushed with greater than reasonable force. I find that this cost should be shared equally between the parties and award \$62.50 on the claim.

Cleaning of curtains - \$25. I find that the curtains had not been cleaned as per standard move-out instructions and this claim is allowed.

General cleaning - \$100. On the basis of photographic evidence, I find this claim to be patently reasonable for the amount of work needed and the claim is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security and key deposits – (\$692.50) As authorized by section 72(2)(b) of the Act, I order that the landlord retain the deposits in set off against the balance owed.

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

Carpet cleaning	\$ 117.60
Unreturned key fob	50.00
Replace closet door	62.50
Clean curtains	25.00
General cleaning	100.00
Filing fee	<u>50.00</u>
Sub total	\$1,115.53
Less retained deposits (No interest due)	<u>- 692.50</u>
TOTAL	\$ 423.03

Conclusion

In addition to authorization to retain the security deposits in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$423.03**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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 31, 2012.

Residential Tenancy Branch