

DECISION

Dispute Codes MNDC, MND, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord has made an application for a monetary order for money owed or compensation for damage or loss, for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has made an application for a monetary order money owed or compensation for damage or loss, for the return of the pet damage and the security deposits and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have acknowledged receiving the notice of hearing and evidence package submitted by the other party, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the pet damage and security deposits?

Is the Tenant entitled to a monetary order?

Background, Evidence and Analysis

This Tenancy began on December 15, 2011 on a fixed term tenancy ending on June 30, 2012 as shown by the submitted copy of the signed tenancy agreement. Both parties agreed that the Tenant vacated the rental on April 30, 2012 and that the Tenancy ended on June 30, 2012. The monthly rent was \$1,000.00 payable on the 1st of each month and a pet damage deposit of \$500.00 and a security deposit of \$500.00 was paid. Both parties agreed that a condition inspection report for the move-in (December 15, 2011) and the move-out (May 8, 2012) were completed and signed by both parties. The Tenant states that the Landlord was given her forwarding address by email on May 30, 2012. The Landlord states that he does not recall, but that he did receive the Tenant's forwarding address in a text message dated July 16, 2012. I note that the condition inspection report that was completed, signed and dated by both parties on May 8, 2012 displays the Tenant's forwarding address in writing.

The Tenant seeks a monetary order for \$3,000.00. This consists of the return of her \$500.00 pet damage deposit, \$500.00 for her security deposit and \$2,000.00 in compensation as the Tenant states that she had to vacate the rental unit because she felt unsafe at the rental property.

The Tenant states in her written statements and her direct testimony that the Landlord was verbally abuse when communicating with her and would yell and swear at her. The Landlord disputes this. The Landlord pointed out that as he was also a property manager professionally that the Tenant requested his help in locating a new rental for her and her friends. The Tenant confirms this, but stated that the rental was for her friends. The Landlord stated that if the Tenant felt unsafe around him that she would not have requested this. The Tenant's witness (mother) provided direct testimony to confirm her written statement that she was present on May 30, 2012 for the condition inspection report. The witness, S.S. stated that the Landlord lunged at her and began swearing and telling her to get out of the apartment. I note that the date of inspection is in direct conflict as both the Landlord and Tenant have confirmed that the condition inspection report was completed on May 8, 2012 as noted on the signed report.

I find that the Tenant has failed to establish her claim for compensation for \$2,000.00 for vacating the rental unit early. I found the Testimony of the Tenant's witness to not be relevant or helpful. The Tenant has failed to satisfy me with sufficient evidence that she was forced out of the rental unit by the Landlord. This portion of the Tenant's monetary claim is dismissed.

The Landlord seeks a monetary order for \$1,620.02. This consists of \$655.20 (receipt from Kick N Click Floors) for the labour for replacement of the lino in the dining room and kitchen, \$579.66 (receipt from End of the Roll) for the flooring, \$100.00 for Handyman Services (J. Schwartzenberger) for repairing the masterbedroom door and \$50.00 for patching and painting various walls in the unit. The Landlord is also seeking \$123.20 (receipt from Eric's Refrigeration & Appliances Ltd.) for the repair of the washer and \$112.00 (receipt from KC Home and Lawn Maintenance) for cleaning. The Tenant disputes these claims. The Landlord has provided the receipts/invoices for the work completed and the condition inspection report for the move-in and the move-out in support of these claims. The reports show that there were various burn marks/holes and gouges in the flooring areas of the dining area. The report also shows various burn mark/holes throughout the rental unit. Both parties agreed that the flooring was approximately 2 years old. The Landlord's witness, K.K. stated that he had to replace approximately 300 sq. ft. of the flooring that because of burn marks/holes in the dining floor area which leads into the kitchen. The Tenant disputes the accuracy of the flooring bills and states that the flooring could have been patched and not replaced. The

Landlord's witness stated that patching could have been done, but that this would have cost more than the replacement of the one single piece of lino that was replaced as opposed to the labour for the patchwork. The witness also notes that this would also show the obvious imperfections in the patched flooring and would not be visually appealing. The Tenant also disputes that the unit was cleaned and that the only notation was the dirty shower on the condition inspection report. The Tenant stated that the condition of the shower was the same as when she moved in. The Tenant noted that the invoice for the cleaning include the bathroom, kitchen, patio, laundry/storage areas. The Landlord argues that extra cleaning was noted after the report and that the cleaning was necessary.

I find on a balance of probabilities that the Landlord has established their claim for monetary compensation for \$655.20 (flooring labour), \$579.66 (flooring), \$100.00 (door repair), \$50.00 (patching and paint) and \$123.20 (washer repair). However, the Landlord has failed to satisfy me of the entire cleaning bill of \$112.00 as submitted. Based upon the condition inspection report, I find that the Landlord has only satisfied me on the expense of cleaning the dirty shower as noted on the report. I grant a nominal award for this of \$25.00. The remainder of the cleaning expense is dismissed.

The Landlord has established a total monetary claim for \$1,508.06. I decline to make an order for the recovery of the Tenant's filing fee as she has been unsuccessful in her application. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$1,000.00 currently held deposits consisting of the pet damage and security deposits in partial satisfaction of the claim. I grant to the Landlord a monetary order under section 67 for the balance due of \$558.06.

Conclusion

The Tenant's application is dismissed.

The Landlord is granted a monetary order for \$558.06.

The Landlord may retain the pet damage and security deposits.

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: August 31, 2012.

Residential Tenancy Branch