

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss and to keep all or part of the security deposit to offset this claim and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the evidence 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 security deposit?

Background, Evidence and Analysis

This Tenancy began on July 1, 2009 on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$850.00 payable on the 1st of each month and a security deposit of \$425.00 was paid on July 1, 2009. Both parties agreed that no condition inspection reports were completed by the parties for the move-in or the move-out.

The Landlord is seeking a monetary order for \$1,710.33, which consist of \$670.00 for the replacement of the stovetop from damage caused by the Tenant, \$210.00 for lawn clean up (maintenance), \$230.33 for the cost of the pool (chemical water treatment) start up, \$450.00 for pool maintenance (chlorine treatment) and \$150.00 for damage to the walls in the rental unit caused by the Tenants pets.

The Landlord has made the claim for \$670.00 for the replacement of the stovetop due to damage caused by the Tenants and relies on an estimate from an appliance store for this amount. The Tenant disputes this stating that it is just an estimate and not an amount paid. The Tenant has also submitted two estimates for the repair/replacement of the stovetop, the first for \$96.72 with a written estimate and the second for \$100.00

based upon an email quote, both from appliance stores. I find with differing amounts, both based upon estimates that the Landlord has failed to establish a claim for the \$670.00. No cost has yet been suffered as no work has been done. The Landlord has failed to provide sufficient evidence to establish his claim and I find that this portion of the Landlord's application is dismissed.

The Landlord relies on a written estimate from CD Property Management for \$160.00 (4 hours @ \$40.00 each) and photographs of the long grass areas. The Tenant disputes this stating that the photographed area was unkept when they moved in and should not be their responsibility. The Landlord also states that he paid \$80.00 in cash to someone to cut and clear out those areas. No invoice/receipts were provided for this cash transaction. The Tenant disputes this stating that there are no receipts for any of the work being paid for. I find that with no records for the move-in and the move-out condition inspection reports to determine the condition of the rental before and after and that a disputed estimate is being relied upon by the Landlord that he has failed to establish his claim for the lawn maintenance. The Landlord has failed to provide sufficient evidence to satisfy me that any costs were incurred or that the Landlord was entitled to this claim and I find that this portion of the claim is dismissed.

The Landlords claim for the \$230.33 pool treatment invoiced from Pleasure Pools. The Tenant disputes this stating that the pool was not used. The Tenant further states that they moved out in June and that the treatment was not required until July. The Landlord relies on the invoice from Pleasure Pools, the addendum condition #8 which states that "pool maintenance" is the responsibility of the Tenants. The Landlord further states that this treatment is usually done in April to get it ready for usage. I find based upon the evidence provided by the Landlord that the Tenants are responsible for this cost. The Tenancy Agreement clearly states that the Tenants are responsible for pool maintenance and that this cost was incurred by the Landlord based upon this invoice. I find that the Landlord has established this portion of his claim.

The Landlord states that the Tenants are responsible for the \$450.00 cost of pool maintenance (an annual chlorine treatment). The Tenant disputes this stating that although there is addendum #8 for pool maintenance, that there are no specifics on when this should be done. The Landlord states that this is an annual treatment that is required. I find that although there is an agreement for pool maintenance and that it is likely that an annual chlorine treatment is required, the Landlord has failed to provide sufficient evidence to satisfy me that this claim of \$450.00 was incurred. The Landlord has not provided any invoices/receipts for any work performed. This portion of the Landlord's claim is dismissed.

The Landlord is claiming \$150.00 for repairs to the walls from pet damage. The Tenant disputes this claim stating that he does not have a pet and that the Landlord did not submit a completed condition inspection report. The Landlord relies on an invoice from Armco Construction dated July 10, 2012 for \$150.00 for "repair wall from pet damage". The Landlord has also submitted photographs showing that there was damage to the walls. The Landlord states that the Tenant had a pet prior to the end of tenancy. The Tenant stated in his direct testimony that he, "admits having a pet but not for the last 6 months." I find based upon the Tenants own direct testimony in conjunction with the Landlord's photos and repair invoice that I am satisfied that the Landlord has established a claim for the \$150.00 in repairs.

The Landlord has established claims for \$230.33 and \$150.00, for a total of \$380.33. The Landlord may retain this amount from the \$425.00 security deposit currently held. The Tenant is granted a monetary order for the difference of \$44.67.

Conclusion

The Landlord may retain \$380.33 from the security deposit.
The Tenant is granted a monetary order for the return of the difference of \$44.67.

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: October 5, 2012.

Residential Tenancy Branch