



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit, for money owed or compensation for damage or loss 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 notice of hearing and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claims for recovery of litigation costs (photos and gas) are dismissed.

### 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 September 1, 2010 on a month to month basis as shown by the Landlord's submitted copy of the signed tenancy agreement and ended on November 5, 2012. The monthly rent was \$900.00 payable on the 1<sup>st</sup> of each month and a \$460.00 security deposit was paid on August 28, 2010. A completed condition inspection report for the move-in was made on September 1, 2010. A condition inspection report for the move-out was made on November 5, 2010 which the Tenant signed and stated that he disputed.

The Landlord seeks a monetary claim for \$1,943.00. This consists of \$43.93 for a newspaper ad that the Landlord placed to re-rent the unit, but was unable to due to the condition of the rental. \$22.33 for the replacement of mini-blinds, a combined \$34.20 (\$30.00 and \$4.20) for the regional landfill, \$9.18 for oven cleaner, \$45.40 for new drywall and a new door knob, \$16.54 for Drywall Dump Fee, \$14.20 for Garbage Dump Fee, \$39.16 for replacement of a toilet seat and stove element, \$61.23 for paint and painting supplies, \$80.00 for bedroom and laundry room floor, \$15.00 for tile grouting, \$21.11 for cleaning services, \$95.10 for gas (trips to dump and stores), \$300.00 for labor (removing/replacing drywall and flooring), \$21.06 for new baseboards, \$53.94 for the replacement of a smoke alarm and recycling bucket, \$75.00 for removal of laundry room linoleum, \$200.00 for construction labour, \$625.00 for Landlord's General Labour (\$325.00 to install flooring for the laundry room and small bedroom, \$300.00 for 20 hours of cleaning at \$15.00 per hour), \$900.00 for loss of rental income for December 2012, \$2,783.00 for estimate of replacing kitchen cabinets and \$96.00 for the loss of 1 days wages. The claims total, \$5,451.18.

The Tenant has disputed the Landlord's claims. The Landlord relies on the various photographs, letter from contractors, invoices/receipts/estimates, signed tenancy agreement, completed condition inspection report and the completed condition inspection report (which is disputed by the Tenant).

The Landlord states that the Tenants left the rental on November 5, 2012 in an un-rentable state for November and December because of damage and cleaning required.

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. Although some of the photographs are dated prior to the end of the tenancy, they clearly show damage to the rental beyond normal wear and tear. With the Landlord's documentary evidence in support, I find that the Landlord has established a claim for damage to the rental. However, the Landlord has made a monetary claim for \$1,943.00 and his monetary worksheet submitted was in excess of this amount to \$5,451.18. The Landlord did not make an application to amend his monetary claim with notice to the Tenant. As such, the Landlord's monetary claim is limited to the original \$1,943.00 claimed. The Landlord's claim for cabinets is dismissed as it is based solely on the estimate with no supporting data.

The Landlord has established a monetary claim for \$1,943.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$460.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$1,533.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,533.00.  
The Landlord may retain the security deposit.

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: February 19, 2013

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Residential Tenancy Branch

