



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation. The landlord attended the teleconference hearing but the tenant did not.

The landlord submitted evidence to establish that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on May 18, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on May 23, 2013, and I proceeded with the hearing in the absence of the tenant.

One section of the landlord's application indicated that the landlord was claiming \$900 in monetary compensation. However, the details of dispute on the application indicate itemized amounts totalling \$1225. I find that as the tenant was served with the landlord's application and the itemized amounts were clearly set out in on the application, the landlord may claim the total of \$1225.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 1, 2007. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$600 and a pet deposit of \$300. On April 1, 2007, the landlord and the tenant carried out a joint move-in inspection and completed a condition inspection report. The tenancy ended on April 3, 2013. After the tenancy ended the landlord moved back into the rental unit.

The landlord has claimed the following amounts:

- 1) \$105 for carpet cleaning, as per invoice;
- 2) \$30 for two sets of keys that the tenants failed to return and 14 light bulbs that the tenant failed to replace;
- 3) \$140 for cleaning, as per invoice;
- 4) \$30 for damage to fridge by a BB ball, which made a slight dent and which the landlord claimed devalued the fridge;
- 5) Estimated \$300 to sand and refinish exterior door damaged by tenant's dog; and
- 6) Estimated \$620 for 25 percent of cost of refinishing damaged hardwood flooring that was approximately 16 years old.

In support of their application, the landlord provided invoices, photographs of damage and a copy of the move-in condition inspection report to establish the condition of the rental unit at the outset of the tenancy compared to at the end of the tenancy.

Analysis

Upon consideration of the evidence, I find that the landlord is entitled to their claim in its entirety.

Tenants are responsible for cleaning, carpet cleaning, light bulb replacement and return of keys at the end of the tenancy. The landlord's evidence showed that the tenant failed to address these matters, and therefore the landlord is entitled to the cost to do the necessary work and replace necessary items. I found the landlord's claims for these amounts to be reasonable.

Tenants are also responsible for any damage they, their guests or their pets caused to the rental unit. The landlord's evidence shows clear damage to the fridge, the exterior door and the hardwood flooring, all of which was not noted on the move-in condition inspection report. I find that the landlord's claims for these amounts to be reasonable, and I grant the landlord the amounts claimed.

As the landlord's claim was successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$1275. I order that the landlord retain the security and pet deposits and interest of \$913.23 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$361.77. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 30, 2013

Residential Tenancy Branch

