



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on December 1, 2011 and ended on October 31, 2012. The tenants were obligated to pay \$1800.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$800.00 security deposit and a \$150.00 pet deposit.

The landlords are the sole applicants in this matter and I address the landlord's claims and my findings around each as follows.

The tenant acknowledged much of the landlords claim. The tenant acknowledges and agrees that she is responsible for \$2710.00 of unpaid rent, \$182.56 for carpet cleaning, \$33.60 for a fridge handle, \$70.28 for garbage disposal and \$300.00 for general suite cleaning for a total of \$3296.44 of undisputed claims.

The following items were in dispute.

First Claim – The landlord is seeking \$2175.15 for carpet replacement and installation. The tenant disputes this claim. The tenant stated that the carpets were already in poor condition with many stains on them. The landlord stated that the carpets were three years old and had been professionally cleaned prior to this tenant moving in. Condition

inspection reports was conducted by the landlords at move in and move out, however the document was not submitted for this hearing nor was a copy given to the tenant. It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of their claim and I therefore dismiss this portion of their application.

Second Claim - The landlords are seeking \$785.60, \$148.35, \$288.46, \$308.00 for miscellaneous costs to clean and make repairs throughout the unit. The tenant disputes this claim. As stated in the first claim, without the condition inspection report or any supporting documentation to provide a “snapshot” of the condition of the unit at the start of tenancy in comparison to the condition of the unit at the end of tenancy I am unable to ascertain any changes and as a result I must dismiss this portion of the landlords application.

Third Claim – The landlord is seeking \$1450.00 in labour to conduct the repairs in the above claim. The tenant acknowledged that she left some garbage behind and agreed to the costs of disposal of that garbage. I find that based on that acknowledgment the landlord is entitled to the labour of removing that garbage in the amount of \$400.00. The landlord is seeking \$500.00 for painting, \$400.00 for door replacement, and \$150.00 for tile replacement. As stated in both above claims without the condition inspection report or other supporting documentation the landlord has not been able to provide sufficient evidence to support this claim and therefore I must dismiss the balance of this claim. The landlords are entitled to the \$400.00 for labour to garbage removal in this claim.

The landlord has established a claim for \$3696.44 plus their \$100.00 filing fee for a total of \$3796.44. I order that the landlord retain the \$800.00 deposit and the \$125.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2871.44. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order of \$2871.44.

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: September 17, 2013

Residential Tenancy Branch

