



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit and to recover the RTB filing fee.

A representative of the landlord attended the teleconference hearing and gave evidence. The tenants did not attend. The landlord gave evidence that she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 9, 2014. I find the tenants were properly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit?

Background and Evidence

The landlord provided a copy of the tenancy agreement which indicates the tenancy started October 5, 2012 and ended on December 31, 2013. The tenants were obligated to pay \$1,100.00 rent monthly in advance on the first day of the month, and they paid a security deposit of \$550.00.

The landlord gave evidence that the parties conducted a move-out inspection on December 30, 2013. The landlord signed the Condition Inspection Report (CIR) on that day, but the tenant did not. The landlord's evidence is that the tenant refused to sign the CIR after the move-out inspection. A copy of the CIR was put into evidence.

The landlord gave evidence that the following work was necessary when the tenants moved out:

Carpet cleaning	106.40	Receipt provided
General cleaning	120.00	Receipt provided
Cleaning materials	24.00	Receipt provided
Painting & materials	278.44	Receipt provided
Furniture removal	147.00	No receipt
Replacement of two damaged doors	<u>123.74</u>	No receipt
Total Claim:	\$ 799.58	

The landlord gave evidence that the cleaning was done by a contracted cleaning company. The landlord's evidence is that the rental unit was last painted in October 2012, immediately before the tenants moved in. She said that the rental unit had a very strong odour on move-out and painting was necessary to get rid of the odour. As well, the landlord provided photographs which indicate damage to the surface of the walls.

The landlord gave evidence that the tenants left behind items including a TV and a chair. The landlord provided photographs of these items. The landlord gave evidence that she hired a junk removal service to remove these items from the rental unit.

The landlord provided photographs showing two damaged interior doors. The landlord's evidence is that the doors could not be repaired, and they were replaced with new ones from the landlord's development company stock of doors.

Analysis

I accept the undisputed evidence of the landlord that the tenants are responsible for damage to the rental unit as claimed by the landlord. I find the landlords are entitled to their claim of \$799.58. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$249.58. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for \$249.58. The landlord is also entitled to 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: April 23, 2014

Residential Tenancy Branch

