



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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, to keep all or part of the security deposit and 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 package and the submitted documentary evidence, 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 and Evidence

This tenancy began on August 1, 2013 on a fixed term tenancy ending on February 28, 2014 as shown by the submitted copy of the signed tenancy agreement dated July 30, 2013.

The landlord states that the tenant vacated the rental unit on January 30, 2014 prematurely ending the fixed term tenancy. The landlord states that during the move-out inspection on January 30, 2014 it was discovered in the rental unit in various spots that there were pet stains and scratches in the hardwood floors. The landlord also states that there were nail polish stains on the carpet. The tenant disputes these claims stating that these stains and scratches were there at the beginning of the tenancy. The landlord disputes this and has provided a copy of the condition inspection report for the move-in on July 31, 2012 and the completed condition inspection report for the move-out on January 30, 2014. The landlord states that these two reports clearly shows the difference in condition at the beginning and end of the tenancy. The tenant states that he did not sign the condition inspection report for the move-in and that the move-out report was not signed by him. The landlord clarified that the report for the move-out was signed by an agent of the tenant in her presence with her permission as she was present for the inspection. The tenant states that his wife does not speak English. The landlord clarified that is why the tenant's agent signed the report in the presence of the tenant's wife with

her permission after explaining everything to them. The landlord states that all meetings were done with the tenant when they had a third party to assist in translating. The landlord has also submitted a copy of an estimate from NuFloors for \$2,374.83 to supply install the replacement carpet due to the stains in the living room and the dining room. The landlord clarified that this estimate became the work order and that this invoice was paid to the contractor. The landlord also states that there was a shortfall of utility charges that the tenant failed to pay of \$338.68 for the period November to January. The tenant disputes this stating that he knows that there are more utilities to pay, but that he needs to be credited with his \$160.00 monthly utility payment for December 2013. The landlord states that this \$160.00 payment was already accounted for in the utilities stating that there was spike in usage requiring a higher utility charge. The tenant disputes this. The landlord has provided copies of all utilities, hydro and fortis invoices for the related period as well as a spreadsheet explain the charges.

Analysis

I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant and has provided sufficient evidence to satisfy me that a claim for \$2,374.83 has been established for costs in damages for the carpet replacement. I also prefer the evidence of the landlord over that of the tenant that a claim for unpaid utilities of \$338.68 has been established. I find that the landlord has established a total monetary claim of \$2,713.36. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant a monetary order for the balance due of \$2,763.36. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Although the landlord has made an application to retain the security deposit, I decline to make any order as neither party has provided any details of how much the security deposit was.

Conclusion

The landlord is granted a monetary order for \$2,763.68.

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: June 3, 2014

