



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langara Gardens Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1016.30 and requesting recovery of their \$100.00 filing fee.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on May 16 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on March 1, 2015 and ended on April 29, 2016.

The applicant further testified that the tenants paid a combined security/key deposit of \$987.50.

The applicant further testified that, at the end of the tenancy, the tenants left the rental unit in need of significant cleaning and repairs, as follows:

- The kitchen countertop, which had been replaced just after they moved in, was left badly burned, and as a result had to be replaced again, at a cost of \$502.80.
- The tenants left some of the walls in the rental unit badly gouged and as a result they had to be repaired and repainted at a cost of \$188.00, this is after the 25% reduction for normal wear and tear.
- The tenants also left the carpets in the rental unit badly stained and as a result they had to be cleaned at a cost of \$94.50, and since the stains would not come out they also had to have the carpets repaired at a further cost of \$231.00.

The landlord stated that they are therefore requesting a monetary order as follows:

Countertop replacement	\$502.80
Repair and repaint walls	\$188.00
Carpet cleaning	\$94.50
Carpet repair	\$231.00
Filing fee	\$100.00
Total	\$1116.30

The applicants are therefore requesting an order to retain the full security/pet deposit of \$987.50 towards the claim and request a monetary order be issued for the balance.

Analysis

After reviewing all the evidence and testimony given by the landlord is my finding that the landlords have established the full amount claimed.

I accept the landlords testimony that the countertops in the rental unit had been replaced at the beginning of the tenancy, and that they were badly burned at the end of the tenancy, and therefore it is my decision that the tenants are liable for the cost of replacing countertops. Photo evidence provided by the landlords clearly shows the burnt countertop.

The landlord has provided photo evidence that clearly shows that there were gouges in walls of the rental unit that required repairing and repainting. I therefore allow the claim for repairing and repainting walls.

The landlord has also provided clear photo evidence of the badly stained carpets and I therefore allow the claim for cleaning and repairing those carpets.

Having allowed the full claim I also allow the request for recovery of the filing fee.

Conclusion

I have allowed the landlords full claim of \$1116.30 and I therefore order that the landlords may retain the full security deposits totaling \$987.50, and I have issued a monetary order in the amount of \$128.80.

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: October 19, 2016

Residential Tenancy Branch

