

DECISION

Dispute Codes: FF, MND, MNDC, MNR, MNSD, OPB, OPR, O

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and damages to the property and an order to keep the security deposit in partial satisfaction of the claim.

Issues

The landlord is seeking a monetary order claiming \$10,092.50.

The issue to be determined is whether the landlord is entitled to monetary compensation for rental arrears owed and damages incurred by the tenant to the property.

Background and Evidence

On January 15, 2008, the tenant gave to the landlord a security deposit of \$1000.00. On February 1, 2008, the tenant began her tenancy with an obligation to pay a monthly rent of \$1850.00 due in advance on the first of each month. At the time, the landlord did not do a move-in inspection with the tenant.

On July 30, 2008, the landlord served the tenant with a notice to end tenancy for cause with an effective date of September 1, 2008. On August 17, 2008, the tenant ended tenancy by text-messaging the landlord. The landlord did not do a move-out inspection with the tenant.

The landlord is claiming for August rent in the amount of \$1850.00. During the hearing,

the landlord withdrew her claim for \$42.50 in bank charges. She is claiming a total of \$8150.00 in damages comprised of \$150.00 to change the locks, \$2500.00 to repair damages to the walls, baseboards, shower stall door and the patio door, \$1200.00 to clean up the whole house, \$1000.00 to replace the carpet, \$1800.00 to replace the hot tub cover and \$1500.00 to replace the lost hot tub jets.

Analysis

The tenant admits to not having returned one of the three entry keys. The landlord is claiming \$150.00 for changing the locks to the two entry doors. She said that her husband purchased two locks and changed them himself. The landlord has failed to provide receipts of her purchase; therefore I can only allow \$50.00 for the purchase of the two locks.

As for the other claims by the landlord, the tenant gave the following testimony. The damages to the walls and baseboards existed when she began her tenancy. When she moved in, the house needed a lot of cleanup and the carpet was unclean with dog urine on it. She did not damage the hot tub cover or take out the jets of the tub. For the reason that there was no move-in inspection report to confirm the state of the house at the start of the tenancy, I find that the landlord has failed to prove these claims. I am therefore not allowing her claims in this regard.

The tenant also said that she had notified the landlord's husband that the shower stall door and the patio door were not functioning properly. He said that he would repair them but he never did. I have accepted the tenant's explanations as she was detailed in describing the problems with these two doors and her conversation with the tenant's husband. I am also not allowing the landlord's claims for these two items.

I find that the landlord has established a total monetary claim of \$1950.00 comprised of \$1850.00 rent owed for the month of August 2008, \$50.00 damages and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security

deposit and interest of \$1010.78 in partial satisfaction of the claim leaving a balance due of \$939.22.

Conclusion

I hereby grant the landlord a monetary order under section 67 for \$939.22. This order must be served on the respondent and may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 03, 2008.