

DECISION

Dispute Codes: MND, MNSD, FF

This hearing dealt with an application by the landlord for a monetary order for the costs incurred in addressing the damages.

On July 4, 2007, the landlord collected a security deposit in the amount of \$490.00 from the tenants. The tenancy started on August 5, 2007 and ended on February 28, 2009. A monthly rent in the amount of \$980.00 was payable in advance on the first day of each month.

The landlord is claiming for these costs incurred in addressing the damages.

Cleaning

Both parties agreed that at the end of tenancy, the unit needed cleaning and that the tenants are responsible for the cleaning cost.

The landlord is claiming 8 hours of cleaning at a rate of \$50.00 an hour for a total of \$400.00. The landlord explained that the unit needed extensive cleaning. She added that the dirt throughout the unit was “caked” in and needed to be scrubbed. To support her claim, the landlord submitted 1) photos showing the condition of the unit at the end of tenancy and 2) an invoice showing a staff person, BP, had completed the cleaning of the unit in 8 hours. The tenants said that the unit did not require 8 hours of cleaning but they were unspecific as to how many hours it should take to complete the task. The tenants also said that the cost of \$50.00 per hour was too high.

Based on the photos and the invoice submitted by the landlord, I find that the unit did require extensive cleaning and that a claim of 8 hours to complete the

cleaning is reasonable. As for the cost per hour, I find reasonable to allow \$25.00 per hour for a total of \$200.00 and I allow a claim for this amount.

Carpet Cleaning

Both parties agreed that the tenants are responsible for the cost of carpet cleaning in the amount of \$100.00. I therefore allow a claim for this amount.

Painting

The landlord gave the following evidence regarding the damages to the walls at the end of tenancy. The unit was painted just prior to the tenants moving in. At the end of tenancy, a living room wall had scrapes, a bedroom wall had a punched-in hole and a bathroom wall was so dirty that it could not be washed off. To support her claim, the landlord submitted photos showing such damages. As result of the above described damages, the walls had to be repaired and re-painted. The tenants did not dispute that the unit was freshly painted when they moved in and that the above described damages existed at the end of tenancy. The tenants said that such damages are results of the normal wear and tear of the tenancy and therefore the landlord should be responsible for the repair and repainting of the walls.

I have considered 1) the evidence that the unit was freshly painted when the tenants moved in, 2) the move in condition inspection report dated August 7, 2007 which shows the unit to be in good condition, and 3) the photos showing the punched in hole on the bedroom wall, the scrapes on the living room wall, and the badly soiled bathroom wall. Based on the above evidence, I find that the damages to the walls in the unit were not results of the normal wear and tear of the tenancy and therefore the tenants should be responsible for the cost in repairing such damages.

The landlord is claiming for 8 hours of labour in completing the repair and repainting of the damaged walls at a rate of \$25.00 per hour for a total of \$200.00. The landlord explained that the work included sanding, mudding, waiting for drying, repeating the process if there was any unevenness, priming and repainting. The tenants said that the cost was too high but they were unspecific as to what the actual cost should be. I find the landlord's claim for 8 hours in completing the work to be reasonable. I note that the landlord did not claim for materials for repair and repainting the walls. Accordingly, I also find the landlord's claim for \$25.00 an hour to be reasonable. I therefore allow a total claim of \$200.00.

Replacing 3 Doors

Both parties agreed that 1) there were damages to the closet door, the bathroom door and the bedroom door, 2) these doors needed to be replaced, 3) the tenants are responsible for the cost of such replacements and 4) the cost of the three doors came to \$208.18.

The landlord is claiming for \$67.74 as cost of labour. The landlord explained that such labour consisted of removing the 3 doors, painting the new doors twice and installing the new doors. The tenants made no submission regarding the cost of labour as claimed by the landlord. Having considered the amount of work involved in replacing the 3 doors, I find reasonable to allow 2 hours of labour at a rate of \$25.00 per hour for a total of \$50.00. I therefore allow a total claim of \$258.18 comprised of \$208.18 in materials and \$50.00 in labour.

Replacing 2 Locks

Both parties agreed that 1) the locks to the bathroom and bedroom were damaged, 2) they needed to be replaced, 3) the tenants are responsible for the cost of such replacement and 4) the cost for the two new locks came to \$29.09.

The landlord is claiming for \$34.60 as the cost of labour in replacing the two locks. The tenants made no submission regarding the cost of labour as claimed by the landlord. I find reasonable to allow 1 hour of labour at a rate of \$25.00 per hour for a total of \$25.00. I therefore allow a total claim of \$54.09 comprised of \$29.09 in materials and \$25.00 in labour.

Conclusion

Based on the above, I find that the landlord has established a total claim for \$812.27 as costs incurred in addressing the damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the security deposit and interest of \$501.25 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$361.02. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 10, 2009.