

## **DECISION**

### **Dispute Codes**

MND, MNSD, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for compensation for damage to the rental unit in the amount of \$450.00; to apply the security deposit in satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenant.

All parties gave affirmed testimony and this matter proceeded on its merits.

### **Issues to be Decided**

Is the Landlord entitled to compensation in the amount of \$450.00 for damage to the rental unit including: the cost of shampooing the carpets as a result of pet stains; and the cost of repairing small holes in walls, and painting to cover smoke damage?

### **Background and Evidence**

The parties and their witnesses provided a lot of oral testimony and documentary evidence that was not relevant to the Landlord's application. In this Decision, I make mention of only those things relevant to the Landlord's application that is before me.

The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on or about July 1, 2009, and ended on November 30, 2009. Monthly rent was \$900.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 on April 23, 2009. The rental unit is one side of a duplex. The

Landlord lives in the other side of the duplex. The rental unit was painted in November of 2008, approximately 7 months before the Tenant moved in. There was no written move-in or move-out Condition Inspection Report done with both parties present.

There was smoke damage to the walls of the rental unit as a result of a deep fryer of hot oil left unattended on the stove by the Tenant. The Tenant admitted responsibility for the smoke damage. The Tenant attempted to clean the walls and repaint them to cover the smoke damage. The Tenant testified that she was successful in that attempt. The Tenant testified that the small holes were left by hanging some pictures on the walls, and that they were reasonable wear and tear.

The Landlord disagreed and provided photocopies of the walls, taken when the Tenant moved out of the rental unit. The Landlord testified that the Tenant did not do a satisfactory job of painting the rental unit, due partially to a possible chemical reaction of the smoke damage to the paint the Tenant used. The Landlord testified that it cost more than the damage deposit to repair the holes in the walls left by the Tenant, and to repaint the walls. The Landlord's Witness RD testified that he charged the Landlord \$360.00 (18 hours at \$20.00 an hour) for his labour to repaint the walls. The Landlord provided receipts totaling \$296.40 for the cost of paint supplies.

The Landlord testified that the Tenant's pet had left urine stains on the carpet, which were evident when the Landlord used a black light to check for bodily fluids. The Landlord testified that it cost \$90.00 to have the carpets shampooed to remove the pet stain and odour from the carpet.

The Tenant testified that her dog had not urinated on the carpet and that she had shampooed the carpet with a rented machine before she moved out. The Tenant testified that there was no odour in the carpet and that the black light probably captured stains from bodily fluids that were present before the Tenant moved in to the rental unit.

## **Analysis**

The Tenant admitted responsibility for the smoke damage to the walls, and agreed that the photographs entered in evidence by the Landlord depicted the condition of the walls after the Tenant washed them and painted the area in the kitchen that was most affected by the smoke. The pictures show grey discoloration in the corners and on the ceiling of some of the walls; paint over the base of a light fixture; and some stippling of the fresh paint under the cupboards in the kitchen. I am satisfied that the walls required additional painting to remove the evidence of smoke damage. Based on the receipts and the Witness's testimony, I find that the Landlord has established that this cost \$656.40.

The Tenant denied that her dog left pet stains on the carpet, and stated that she had shampooed the carpet before she moved out. Neither party provided receipts for the cost of shampooing the carpets. The onus is on the Applicant, in this case the Landlord, to prove a claim in damages, and also to prove the cost to repair the damages. I find the Landlord has not established this portion of her claim.

In her Application for Dispute Resolution, the Landlord claimed \$450.00 for damages to the rental property. The Landlord did not amend her Application to increase the amount claimed, and therefore I allow her the amount claimed of \$450.00.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit in satisfaction of her monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in her application and is entitled to recover the cost of the filing fee from the Tenant. I hereby provide the Landlord with a Monetary Order in the amount of \$50.00 against the Tenant, representing recovery of the filing fee.

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of \$50.00 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: May 21, 2010