

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord testified that the tenants U.B. and G.C. provided forwarding addresses to which the landlord sent his application for dispute resolution, notice of hearing and evidence by registered mail on February 12. The landlord did not have a forwarding address for the tenant M.O. and was unable to serve the documents on that party. I found that the tenants U.B. and G.C. had been served with notice of the claim and hearing and the hearing proceeded in their absence. The claim is dismissed as against the tenant M.O. as the landlord was unable to serve him with notice of the hearing.

### Background, Evidence and Analysis

The landlord's undisputed evidence is as follows. The tenancy began on August 14, 2009 and ended on or about January 31, 2010. At the outset of the tenancy the landlord collected a \$650.00 security deposit from the tenants. I address the landlord's claims and my findings around each as follows.

[1] **Plexiglass.** The landlord claims \$92.31 as the cost of replacing plexi glass in fire extinguisher cabinets throughout the residential property. The landlord testified that security cameras caught images of the tenants breaking the glass and removing the fire extinguishers. The landlord presented invoices showing that in October 2009 a total of \$92.31 was spent replacing the plexi glass covers for the cabinets. I accept the landlord's undisputed testimony and find that the tenants broke the plexi glass covers and that the landlord incurred expense in replacing those covers. I award the landlord \$92.31.

- [2] **Canopy cleaning.** The landlord claims \$144.00 as the cost of cleaning a canopy over a commercial doorway on the ground floor of the residential property. The rental unit is situated on the fourth floor of a building on which the ground floor houses a commercial enterprise which has a canopy over its doorway. The landlord entered into evidence a letter from the store owner in which she stated that she observed the tenants throwing garbage onto the canopy. The landlord submitted into evidence an invoice showing that on January 15, \$144.00 was spent power washing the canopy. I accept the landlord's undisputed testimony and find that the tenants threw garbage onto the canopy and that the landlord incurred expense in cleaning the canopy. I award the landlord \$144.00.
- [3] **Repairs, painting and bulb replacement.** The landlord claims \$189.00 as the cost of repairing gouges in the walls of the rental unit, repainting the affected areas and replacing light bulbs in the unit which had burned out. The condition inspection report which was signed by two of the tenants shows that there were gouges in several of the walls in the rental unit and also several light bulbs required replacement. I accept the landlord's undisputed testimony and find that the tenants caused damage to the walls which required repair and that they also failed to replace light bulbs which burned out during the tenancy. I find the landlord's claim to be reasonable and I award the landlord \$189.00.
- [4] **Carpet cleaning.** The landlord claims \$371.70 as the cost of cleaning carpets in the rental unit. The condition inspection report shows that carpets throughout the unit required cleaning. The landlord entered into evidence an invoice showing that \$371.70 was spent on carpet cleaning. I accept the landlord's undisputed testimony and find that the tenants failed to clean the carpets at the end of the tenancy causing the landlord to incur cleaning costs. I award the landlord \$371.70.
- [5] **Carpet replacement.** The landlord claims \$1,068.20 as the cost of replacing the carpet in the master bedroom. The landlord entered into evidence photographs showing numerous large stains on the bedroom carpet. The landlord testified that the tenants appear to have attempted to clean the carpet with bleach, which

resulted in irreparable damage. The landlord entered into evidence an estimate showing that it would cost \$1,068.20 to replace the carpet which he estimated to be approximately 5 years old. I accept the landlord's undisputed testimony and find that the tenants irreparably damaged the carpet in the master bedroom. The landlord is entitled to recover the value of what was lost, which was a 5 year old carpet. Residential Tenancy Policy Guideline #37 identifies the useful life of carpets as 10 years. I find that the tenants deprived the landlord of half of the useful life of the carpet and I find that the landlords are entitled to recover one half of the replacement cost of the carpet. I award the landlord \$534.10.

[6] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

### Conclusion

In summary, the landlord has been successful in the following claims:

Plexi glass	\$ 92.31
Canopy cleaning	\$ 144.00
Repairs, painting and bulb replacement	\$ 189.00
Carpet cleaning	\$ 371.70
Carpet replacement	\$ 534.10
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$1,381.11</b>

The landlord has been awarded a total of \$1,381.11. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$731.11. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: May 19, 2010

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