

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the pet damage deposit or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, for unpaid rent, to keep the security deposit and to recover the filing fee?

### Background and Evidence

This Tenancy began on October 1, 2009 on a month to month basis. The monthly rent was \$850.00 payable on the 1<sup>st</sup> of each month. The Tenant paid a security deposit of \$425.00 on September 25, 2009 as shown in the signed tenancy agreement submitted by the Landlord.

Both parties agree that the hearing documents and evidence package of the Landlord have been received by registered mail sent on October 21, 2010 and priority post on February 8, 2011.

The Landlord is claiming July 2010 rent of \$850.00 as the Tenant moved out without notice on July 1, 2010. The Landlord received an order of possession from another decision on July 7, 2010 and when the Landlord went to serve it, the Tenant had already vacated the unit. The Tenant disputes this by stating that he gave verbal notice during an argument sometime between June 1-5, 2010.

The Landlord is seeking \$525.00 for damage to a counter-top in the kitchen. This sum is calculated at 35% of the cost of \$1,500.00 for a complete kitchen renovation that the Landlord undertook. The Landlord has not provided any condition inspection reports for

the move-out. The Landlord states that the damage was limited on the counter-top to the removal of an imbedded "loonie" in the counter-top. The Landlord states that the counter-tops were with house when they purchased it and are so dated that it is not possible to repair.

The Landlord is seeking compensation for \$20.00 as shown from the Coquitlam Transfer receipt for dump fees incurred for disposing of garbage and various items left behind by the Tenant. The Landlord's claim is supported by photographs numbered 1-10. The Tenant does not dispute this claim and agrees that he did leave these items behind.

The Landlord is claiming \$280.00 for costs incurred for ABC Pest Control to attend for a "heavy infestation of fleas" as noted by the service technician on the invoice. The Landlord believes this was caused by the Tenant's cat. The Tenant states he has no evidence to contradict this, but states that there were no fleas mentioned during an inspection conducted by the Landlord prior to the end of tenancy and that the Landlord themselves have a cat and that it frequently visited into the rental unit.

The Landlord is seeking \$242.50 for reimbursement from Molly Maid for general cleaning throughout the rental unit. The Landlord has not provided a condition inspection report, but has provided a packet of photographs documenting the state of the rental unit. The Tenant does not dispute this claim and stated that he did not clean the unit before vacating it. The Tenant states this was part of a dispute over another issue between the two parties.

The Landlord is seeking \$291.20 for carpet cleaning performed by Sears Home Central. The invoice submitted by the Landlord notes "urine" and that a extra cost for a "special treatment" of \$120.00 was required. This is also displayed in various photographs in the Landlord's evidence. The Landlord cites the addendum to the signed tenancy agreement where the Tenant's agree to shampoo the carpets upon vacating the rental unit.

The Landlord claims \$500.00 for services from a contractor to fill holes in walls, doors and the ceiling, repairing the kitchen closet door, repairing the separation bar for the carpets between rooms, repairing the doorway in the hallway, 4 holes in the ceiling, holes in the bedroom door and doorframe, the repair of the baseboards and snaking of the drain. The Landlord does not dispute this claim and admits to one of the holes being made by his father.

The Landlord is claiming \$23.52 for missing paint that was provided to the Tenant to repaint a room in the unit to a neutral color. The painting did not take place and the Tenant did not return the unused paint. The Tenant does not dispute this claim and admits to taking the paint by accident during the move and not returning it.

The Landlord is claiming for \$5.00 for a city issued composter that was given to the Tenant to use at the rental unit. The Tenant admits to taking the composter during the move and not returning it.

### Analysis

I am satisfied that both parties properly received the notice of hearing and evidence packages. Both parties do not dispute having received them.

The verbal notice provided by the Tenant is not deemed proper notice. As well I note that the parties were awaiting the decision of an application to end the tenancy early. As such I find that the Landlord has established a claim for \$850.00 for the July 2010 rent.

Based upon the RTA Policy Guidelines, the useful life expectancy on a counter-top is 25 years. I find that the counter-top although clearly damaged by the removal of the "loonie" falls short of the worth of the 35% that the Tenant is seeking compensation to replace it. I find that the Landlord is entitled to a nominal amount to compensate for the damage to the counter-top and award to the Landlord, \$100.00.

The Landlord's claim for reimbursement for the \$280.00 Pest Control has been established. Although the Landlord has no direct evidence, the photographs displaying the state of the cat litter box area show a lack of hygiene in the immediate area. I find that on a balance of probabilities that the Tenant is responsible.

The Landlord's claim for \$242.50 for Molly Maid services is made out by the general condition displayed in the photographs of the rental unit. The Landlord is successful in this portion of their claim.

The Landlord has established a claim for the \$291.20 from Sears Home Central for the carpet cleaning. The invoice from Sears notes "urine" and that special treatment was required. This was also displayed in the photographs provided by the Landlord.

The following claims by the Landlord are made out by the Tenant's agreement to the Landlord's claim during direct evidence.

\$20.00 Coquitlam Transfer Station Dump Fees  
\$500.00 for general damage repairs as listed above  
\$23.52 missing paint  
\$5.00 missing composter

\$548.52 Total for Landlord's costs that the Tenant claim responsibility

I find that the Landlord has established a total monetary claim for compensation to be \$2,312.22. The Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$1,937.22. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The Landlord is granted a monetary order for \$1,937.22.  
The Landlord may retain the security deposit.

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: February 18, 2011.

---

Residential Tenancy Branch