

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MND MNDC MNSD FF

## **Introduction**

This hearing dealt with an application by the landlord for an order to retain the security deposit in satisfaction of costs associated with the tenant moving without giving proper notice as per section 45 of the Residential Tenancy Act (RTA), and for alleged damage to the unit caused by the tenants during their tenancy. The landlord's application is also to retain part of the pet damage deposit for damage alleged to have occurred due to the tenant's pet dog during the tenancy. The landlord is further seeking an order inclusive of the recovery of the filing fee associated with this application in the amount of \$50.

The tenant did not apply for dispute resolution in respect to any of their written or verbal claims against the landlord.

Both the landlord and the tenant were represented and each gave sworn testimony respecting their issues at the hearing,

## **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on April 1, 2008. Rent in the amount of \$1050 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1050 with a notation in the

Residential Tenancy Agreement, and concurred by both parties in the hearing, that this amount also included equal portions of a security deposit and a pet damage deposit. There is some controversy between the parties, however, there is agreement that in the last few days of September the tenants communicated to the landlord that they would be vacating the rental unit on October 1, 2008. The tenant vacated the rental unit without proper notice from the tenant as per section 45 (1) of the Residential Tenancy Act (RTA). The landlord claims that this lack of notice prevented the rental unit from being available for rent to new tenants on October 1, 2008.

On October 28, 2008 the landlord received a forwarding address from the tenants and subsequently made application for dispute resolution claiming against the security deposit and the pet damage deposit.

As to the landlord's claim for damage to the rental unit by the tenants and their dog, the tenants and landlord gave sworn testimony that the landlord cannot speak accurately to these claims as there was no compliance with a condition inspection at the onset of the tenancy which either the landlord or the tenant could reference. The landlord performed an end of tenancy inspection after the tenants vacated the unit, but it was not performed in compliance with any provision within section 35 of the RTA.

Without the benefit of the start and end of tenancy inspections, the landlord gave the tenants an accounting as to his claim for damages and loss in a letter to them dated October 11, 2008. At this time he also informs the tenants that there are new tenants committed for the latter half of the month and that the house keys and the tenant's forwarding address are still outstanding. As repeated in testimony the claims available for dispute resolution are as follows:

- 1). as to unpaid rent for the first half of October 2008 \$525
- 2). as to cost of new carpet for living room (10 X 12) due to alleged pet soiling \$200
- 3). as to replacement for living room drapes due to pet damage \$100
- 4). as to municipal dumping fees for old carpet, curtains and waste \$14.50
- 5). as to landlord's own labour related to #4. \$ 30
- 6). as to landlord's own labour @ \$20/hr X 7 hrs. for cleaning \$140
- 7). as to landlord's own labour for gardening, disposal and repairs to patio railing, and door weather stripping at 5 hrs. \$100
- 8). as to cost for weather stripping \$ 10
- 9). as to cost and labour for changing lock (\$25 & \$20) \$ 45

10) as to unpaid utilities for first 15 days of October 2008

\$ 45 (estimate)

### **Analysis**

I find the tenants are responsible for rent in the amount of **\$525** for the first half of October 2008.

The landlord and tenant disagree on the condition and need for replacement of the referenced living room carpet, and in the absence of the required start and end inspections I dismiss this portion of the claim.

As the landlord and tenant agree on the need and cost for replacement of the drapes due to pet damage, I find the tenants responsible for same in the amount of **\$100**.

The landlord and tenant disagree on the requirement, need, and extent of cleaning and other labour performed by the landlord for item #s 5, 6 and 7, and in the absence of the required start and end inspections I dismiss this portion of the claim.

I accept the testimony of the landlord and the tenant in which they concur that dog feces was left on the outside portion of the property, which the tenant testified was, “left to naturally compost over the winter months”, and that the rental unit required some additional cleaning and disposal of some small items; including the drapes. This resulted in a cost for disposal. I find the landlord is entitled to a refund of the receipted amount of **\$14.50** (#4).

I prefer the landlord’s account as to the damaged weather-stripping and I find the landlord is entitled to its replacement cost of **\$10**.

I find the landlord’s account for need to replace the lock in the absence of keys from the tenant reasonable. The landlord is entitled to the cost of a new lock in the reasonable amount of **\$25**.

As per the residential tenancy agreement the tenant is responsible for the gas utility.

The tenant cancelled the utility for October 1, 2008, and I accept the landlord’s estimate for the first half of October as reasonable. I find the landlord is entitled to the gas utility estimate of **\$45**.

I find the landlord is also entitled to recovery of the **\$50** filing fee for a total monetary claim amount of **\$769.50**.

### **Conclusion**

In full satisfaction of the landlord's claim I order that the landlord may retain **\$769.50** from the total of the security and pet damage deposits and interest and return the balance of these deposits and interest to the tenant's forwarding address forthwith.

Dated: December 9, 2008