



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNR MNSD FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application a monetary Order for damage to the rental unit; a monetary Order for unpaid rent; to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Landlord stated that she personally served copies of the Application for Dispute Resolution and Notice of Hearing on the Tenant on November 19, 2008. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for unpaid rent; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on November 07, 2007 and ended on October 09, 2008. She stated that the parties had a written tenancy agreement that required the Tenant to pay monthly rent of \$600.00 and that the Tenant paid a security deposit of \$300. 00 on November 07, 2007. A condition inspection report was not completed at the beginning or at the end of this tenancy.

The Landlord is seeking compensation, in the amount of \$240.00, for cleaning the rental unit. She stated that the refrigerator was unplugged and full of food, the wood stove needed to be cleaned, there were numerous personal items left in the rental unit, there was garbage and burn piles in the yard, and a dog kennel had to be torn away from the house, which she stated took her a total of 12 hours to clean.

The Landlord is seeking compensation, in the amount of \$90.00, for having garbage removed from the rental unit. She stated that she paid \$90.00 to have a variety of garbage hauled away, including old kitchen appliances that had been left behind by the Tenant.

The Landlord is seeking compensation, in the amount of \$90.00, for repairing the furnace. The Landlord stated that the Tenants allowed the oil tank to run dry during their tenancy. She stated that her husband had to repair the fuel pump and to bleed the lines, for which she is claiming compensation at a rate of \$45.00 per hour.

The Landlord stated that the Tenant was required to pay hydro, and that they did not pay hydro, in the amount of \$30.63, for the month of September. The Landlord also stated that the Tenant still owes rent, in the amount of \$500.00, from September.

Analysis

In the absence of evidence to the contrary, I find that the rental unit was not properly cleaned at the end of the tenancy, as is required by section 37(2) of the *Act*. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. In the absence of evidence to the contrary, I accept that the Landlord spent twelve hours cleaning the rental unit and I find that she is entitled to compensation in the amount of \$240.00. In the absence of evidence to the contrary, I also accept that she paid \$90.00 to have garbage removed, and I find that she is entitled to compensation in that amount.

In the absence of evidence to the contrary, I find that the Tenants damaged the furnace when they ran out of oil, and that they did not repair the damage, as is required by section 37(2) of the *Act*. In the absence of evidence to the contrary, I accept that the Landlord's husband spent two hours repairing the furnace and I find that he is entitled to compensation. Although the Landlord is claiming compensation at a rate of \$45.00 per hour, I find that \$20.00 per hour is reasonable compensation for repairing your own property, and I award damages in the amount of \$40.00 for repairing the furnace.

In the absence of evidence to the contrary, I find that the Tenants did not pay their utility bill, in the amount of \$30.63, and that the Landlord is entitled to compensation in that amount. In the absence of evidence to the contrary, I find that the Tenants did not pay rent for September, in the amount of \$500.00, and that the Landlord is entitled to compensation in that amount.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$304.94, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$950.63, which is comprised on \$530.63 in unpaid rent and utilities; \$370.00 for damages to the rental unit; and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$304.94, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$645.69. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Based on these determinations I grant the Landlord a monetary Order for the amount \$645.69. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated: December 11, 2008