



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

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$2547.54 and a request to keep the security deposit towards the claim.

Background and Evidence

October 2008 rent:

The tenants admitted that they owe \$450.00 rent for October 2008.

November 2008 lost rental revenue:

The landlord testified that the tenants did not give proper Notice to End Tenancy and as a result he lost the full rental revenue for November 2008-----\$1000.00

The tenants stated that notice was given on October 1, 2008 to move out by November 1, 2008 and therefore they believe they gave proper notice.

Outstanding utilities:

The landlord testified that the tenants failed to pay their share of the utilities as required by the tenancy agreement and therefore the landlord is asking for \$432.52 for City utilities and \$85.02 for the gas utility.

The tenants admitted that they failed to pay the agreed upon utilities; however they don't feel they should have to pay the full amount because the landlord used some of the utilities.

Painting due to wall damage:

The landlord testified that the tenants caused substantial wall damage and although they filled the holes, they did not sand or re-paint the damaged walls. The landlord is therefore asking for \$200.00 for his time and materials to repaint the damaged walls.

The tenants testified that they did damage the walls, but they had filled the damaged areas and were willing to sand and paint but the landlord did not get them the matching paint.

Carpet cleaning:

The landlord testified that the tenants left the carpets in the rental unit extremely dirty and that he had to clean the carpets 6 times and even then they did not come completely clean. The landlord is therefore asking for \$200.00 for his time and materials.

the tenants claim that they cleaned the carpets when they moved out and that the carpets had a stain when they moved in.

Analysis

October rent:

The claim for October 2008 rent of \$450.00 is not disputed.

November 2008 lost rental revenue:

It is my finding that the tenants did not give the required Notice to End Tenancy. Any notice given in the month of October 2008 is valid for the end of November 2008; therefore the notice given on October 01, 2008 was not a valid notice to end the tenancy on November 01, 2008.

The landlord therefore does have a claim for the lost rental revenue for November 2008

Utilities:

The tenants signed an agreement to pay ½ the utilities and therefore they re bound by that agreement and must pay the \$432.52 for City utilities and \$85.02 for the gas utility.

Painting:

It is also my decision that the tenants must pay the landlord for the painting that he did. The photo evidence shows that there was substantial wall filling that needed to be sanded and it is also reasonable to expect to paint the whole wall and not just over the patch as a match is very unlikely.

Carpet cleaning:

I also allow the landlords claim for carpet cleaning as the carpets were left far dirtier than would be expected from normal wear and tear.

Conclusion

I have allowed the landlords full claim of \$2547.54. I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$ 506.27

I further Order that the Respondent(s) pay to the applicants the following amount:

\$ 2091.27

Dated: January 08, 2009