



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD, MNDC and FF

Introduction

This application was brought by the landlords seeking a Monetary Order for damages to the rental unit and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlords have proven damages, that the tenant was responsible for those damages and that the amount claimed is the actual or appropriate cost of remedying the damages.

Evidence

This tenancy ran from May 1, 2007 to December 31, 2008. Rent was \$1,275 per month and the landlords hold a security deposit of \$637.50.

During the hearing, landlord gave evidence that the tenant had advised that he expected to be moved out of the rental unit by December 28, 2008 although the tenancy officially ended on December 31, 2008.

The landlord stated that this had been an excellent tenancy which had been reflected in a discount of \$75 per month off the rent stated in the rental agreement.

On arriving at the rental unit on December 28th, she and her husband found that some cleaning and minor repairs were required and did the work over the next three days.

The tenant said that while he had intended to be finished by the 28th, his plans for moving and cleaning were complicated by heavy snow, he believed he had until the 31st to conclude the work and the landlords preempted his plans.

Claims and Analysis

The landlords claim and I find as follows:

General cleaning, patching, etc. \$900. The landlord gave evidence, supported by photographs, that she and her husband had logged 36 hours labour in cleaning and doing minor repairs. She said the rate was based on her own cleaner's standard rate of \$25 per hour. I find that the claim for cleaning exceeds the norm for such claims and, considering the tenant's position that some of it would have been done if he had been given the opportunity, I award \$500 for this part of the landlords' claims.

Repair/replacement of broken door jamb - \$212.41. This claim arises from the tenant having accidentally locked himself out of the rental unit. After consulting the landlord, he forced entry resulting in the damage. I find that the tenant is responsible for this claim and allow the full amount.

Cleaning supplies – \$27.75. In addition to the materials she had on hand, the landlord had to purchase an itemized list of cleaning materials and I allow this claim in full.

Repair of counter top - \$127.05. The landlord stated that a piece of the kitchen countertop had been found in intact on top of the fridge. The tenant stated that he had no recollection of it. As I cannot be certain that the piece didn't detach as a matter of normal wear and tear, this part of the landlords' claim is dismissed.

Filing Fee - \$50. As the landlords made efforts to resolve this dispute before making application, and as the application has succeeded in large, I find that they should recover the filing fee for this proceeding from the tenant.

Therefore, I find that the tenant owes the landlords an amount, including filing fee and authorization to retain the security deposit, calculated as follows:

General cleaning	\$500.00
Repair of entry door	212.41
Cleaning supplies`	25.74
Filing fee	50.00
Sub total	\$788.15
Less retained security deposits	- 637.50
Less interest (May 1, 2007 to date)	- 16.08
TOTAL	\$134.57

Thus, the landlords are authorized to retain the security deposit and interest in set off and, in addition, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$134.57, for service on the tenants.

March 6, 2009.

Dispute Resolution Officer