



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD, MND 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.

Despite being served with the Notice of Hearing sent by registered mail on February 4, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

As a matter of note, the landlord submitted the hearing packages sent to the tenants which were returned as there was no such address. As the envelopes were addressed the same address provided as a forwarding address by the tenants on the move-out condition inspection report, I find that the landlord has met the service requirements of section 89 of the *Act* and notice is deemed to have been served.

Issue(s) to be Decided

This matter requires a decision on whether the landlords have proven damages, that the tenants were responsible for those damages and that the amounts claimed are the actual or appropriate cost of remedying the damages.

Evidence, Claims and Analysis

This tenancy ran from April 1, 2006 to January 1, 2009. Rent was \$1,150 per month and the landlords hold a security deposit of \$575.

During the hearing, the landlord gave evidence, supported by over 50 photographs, that the damages had been made worse because the tenants had, despite his pleadings to the contrary, refused to open the blinds and windows and to use the bathroom fan resulting in substantial mold accumulation.

The landlord claims and I find as follows:

General cleaning, patching, labour etc. - \$690. The landlord gave evidence, supported by photographs, that it took two persons 23 hours each to clean and disinfect the rental unit at \$15 per hour. He said that because the tenants had delayed their move beyond the 1 p.m. statutory end of tenancy time, that he and his wife had to work through the night to ready the unit for a new tenant who fortunately accepted a delay in his move in. Based on the photographic evidence, and the additional labour included for repairs, I find this to be a reasonable claim and it is allowed in full.

Carpet cleaning - \$84 (receipt #14). The landlord submitted a receipt from a professional carpet cleaner for this amount. This claim is allowed in full.

Refuse removal – \$180 (receipt #13). The landlord submitted a receipt from a garbage removal service for this amount supported by photographic evidence. It is allowed in full.

Shower head - \$44.61. (receipt #1) This claim arises from the landlord's need to replace the mold and rust covered shower head. Given the three year length of the tenancy, I find that there is some depreciation and normal wear and tear associated with this item and allow \$20 of the claim.

Bulbs above stove - \$2.78. (receipt #2) As light bulb replacement is a standard duty of tenants, this claim is allowed.

Paint and supplies - \$118.02 plus \$68.26 plus \$30.07 plus \$26.18 plus plus \$3.88 = \$246.41 (Receipts #3, 4, 5, 11, 12). Taking into account the length of the tenancy and the standard depreciation rate of four years for interior painting, plus the factor of the tenant's failure to consider air circulation in the rental unit, I allow one half of this part of the claim, or \$123.20.

Broken kitchen cupboard hinge - \$15.10 (receipt #6).

Bathroom heater - \$32.47 (receipt #8). Again, in consideration of the standard depreciation and normal wear and tear, I reduce this part of the claim to \$20.

Light fixture, degreaser, and primer - \$93.25 (receipt #9) With some allowance for depreciation and normal wear and tear, I reduce the \$49.99 portion of the light fixture claim on this receipt by \$20 and allow \$73.25 of this receipt.

Bathroom light bulbs - \$5.14 (receipt #10). As light bulb replacement is a standard duty of tenants, this claim is allowed.

Air fresheners – \$26.29 (receipt #15). The landlord stated that, because of the tenants' reluctance to ensure proper air circulation, very strong odours remained in the rental unit necessitating the purchase of air freshener. This part of the claim is allowed in full.

Replace broken closet door - \$103.90 (receipt #16). The landlord submitted a photograph of the door showing that it required replacement and this part of the claim is allowed in full.

Therefore, I find that the tenants owe the landlords an amount, including filing fee and authorization to retain the security deposit in set off, calculated as follows:

General cleaning, patching and labour	690.00
Carpet cleaning	84.00
Refuse removal	180.00
Shower head	20.00
Light bulbs above stove	2.78
Paint and supplies	123.20
Kitchen cupboard hinge	15.10
Bathroom heater	20.00
Light fixture, degreaser and primer	73.25
Bathroom light bulbs	5.14
Air fresheners	26.29
New closet door	103.90
Filing fee	50.00
Sub total	1,393.66
Less retained security deposits	- 575.00
Less interest (April 1, 2006 to date)	- 16.08
TOTAL	\$802.58

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 \$802.58, for service on the tenants.

April 9, 2009.

Dispute Resolution Officer