



Dispute Resolution Services

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

DECISION

Dispute Codes: MNR, MNSD, MND, MNDC and FF

Introduction

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

As a matter of note, the tenant had previously agreed to the landlord's retention of the security deposit, but it is included herein for clarity and accounting of the interest..

Issue(s) to be Decided

This matter requires a decision on whether the landlords is entitled to a Monetary Order for the amounts claimed, recovery of the filing fee and authorization to retain the security deposit in set off.

Evidence, Claims and Analysis

This tenancy ran from May 1, 2006 to November 30, 2006. Rent was \$1,250 per month and the landlord holds a security deposit of \$650 and a pet damage deposit of \$600, both paid on April 6, 2006.

During the hearing, the landlord gave evidence, supported by photographs, invoices and copies of cheques in support of claims for unpaid rent/loss of rent and damages. The landlord claims, and I find as follows:

Unpaid rent - \$1,250. The landlord claims and the tenant concurs that the rent for November 2008 was not paid and, the tenant had previously offered the security deposit and pet damage deposits in compensation. Therefore, the landlord is awarded the full amount of \$1,250.

Loss of rent - \$325. The landlord stated that she had made a commitment to a new tenant to take over the rental unit on December 1, 2008. However, she stated that because the tenant had left a number of items on the property and had not returned the keys, the new tenant was not able to take possession unit December 7, 2008. The tenant contested that the materials left behind should not have been sufficient to delay the new tenant's move-in. However, on the basis of photographic evidence and the fact that the tenant did not return the keys, I find that the landlord is entitled to the loss of rent for the week and grant the \$325 claim.

Painting - \$200. The landlord and tenant had agreed that the landlord would perform the labour of necessary repainting and the tenant would pay for the materials. The claim for \$200 in materials is allowed.

Replacement of kitchen floor - \$492.68. The parties agreed that there had been some nicks in the kitchen floor when the tenant moved in, and that the tenant had cut out a piece of it in a preparatory effort to have it repaired. The landlord gave evidence that it was in place and in good condition when she purchased the property in 2001. Taking into account depreciation, normal wear and tear and the fact that the tenant acknowledged some responsibility for the damage, I award \$150 on this claim.

General cleaning. - \$120. The landlord claims six hours cleaning at \$20 per hour. On the basis of photographic evidence and because I find this part of the claim to be well within the customary range for such services, it is allowed in full.

Refuse removal – \$156. The tenant contested this claim in part as he said there were a number of items among those removed that were there at the beginning of the tenancy such as an old bed spring that he had used to keep wood off the ground, garden refuse, etc. I find that this cost should be shared equally between the parties and allow \$78.

Excessive use of water \$200. The parties had received advice with the water bill for the unit in May 2008 that water use seemed excessive and that they should check for leaks. The parties gave evidence that this was, in part, due to leaking toilets though there was some discussion as to whether the tenant had informed the landlord in a timely manner. The landlord stated that the excess usage was approximately \$220 above the norm and the parties agreed that the tenant would pay \$110 of that.

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

Rent for November 2008	\$1,250.00
Loss of rent for first week of December 2008	325.00
Painting	200.00
Replacement of kitchen floor	150.00
General cleaning	120.00
Refuse removal	78.00
Excessive water use	\$110.00
Filing fee	50.00
Sub total	\$2,283.00
Less retained security and pet damage deposits as agreed by tenant	- 1,250.00
Less interest (April 6, 2006 to November 30, 2008)	- 40.96
TOTAL	\$ 992.04

Thus, 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 \$992.04, for service on the tenant.

April 30, 2009.

Dispute Resolution Officer