



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### **Dispute Codes:**

MND

MNR

MNSD

MNDC

FF

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence provided by the parties prior to the Hearing. All parties gave affirmed evidence and this Hearing proceeded on its merits.

### **Issue(s) to be Decided**

This is the Landlords’ application for a monetary order for unpaid rent and damage to the rental property, to keep all of the security deposit, and to recover the filing fee from the Tenant for the cost of the application.

### **Preliminary Matter**

At the onset of the Hearing, the Tenant requested that the Landlord’s CD, entered into evidence, be deemed not admissible. The Tenant testified that she does not have a computer and had no means of viewing the CD prior to the Hearing.

The Tenant stated that she received a copy of the CD in February, 2009. There are a number of ways the Tenant could have viewed the CD, i.e. renting a computer at an internet café, or making use of a computer at a public library. The Tenant had several weeks prior to the Hearing to arrange to view the CD, but did not do so. The Tenant's application was dismissed.

## **Background and Evidence**

### **Service**

The Landlord JB testified that she mailed the Tenants the Application of Dispute Resolution and Notice of Hearing package, by registered mail, to both Tenants on February 2, 2009, to the Tenants' new residential address. The Landlord JB provided Canada Post tracking numbers for the registered mail packages.

### **Landlord's testimony and evidence**

The tenancy started on June 1, 2008. Monthly rent for the rental unit was \$1,400.00 payable on the first day of the month. The Tenants paid a security deposit to the Landlords in the amount of \$700.00 on May 17, 2008. The Landlords provided a copy of the Condition Inspection Report, signed by the Landlords and the Tenant GC.

The Landlords testified that the Tenants are alleging they paid cash for January, 2009, rent, and are alleging the Landlords provided them with a receipt for the cash. The Landlords testified that the Tenants did not pay rent for the month of January, 2009. The Landlords testified that they had to borrow money from a friend to cover their January mortgage payment as a result of the Tenants not paying their rent. The Landlords applied for unpaid rent in the amount of \$1,400.00.

The Landlords testified that they gave the Tenants permission to have two dogs on the rental property, but that the Tenants had nine dogs and three cats. The Landlords testified that they did not require a pet deposit and none was paid.

The Landlords testified that the Tenants moved in early and that there was some junk left from the previous Tenants in the outdoor shed.

The Landlords testified that they decided to list the rental property for sale. The Landlords testified that one of the Tenants' dogs had a litter of puppies in the rental unit and that there were dog feces, urine and placentas left behind in the rental unit when the Tenants vacated. The Landlords testified that they incurred expenses for paint, cleaning supplies, dump fees and labour to bring the rental unit up to a reasonable standard of cleanliness and repair. The Landlords applied for damages in the amount of \$640.00 for labour (cleaning and painting), \$50.00 for gas and dump fees, and \$50.00 for cleaning supplies.

The Landlords applied for recovery of the filing fee for the cost of their application. The Landlords applied to retain all of the security deposit.

#### Tenants' testimony and evidence

The Tenant GC testified that they vacated the rental unit on January 2, 2009, after receiving the Landlords' notice to End Tenancy.

The Tenant GC testified that the Tenants paid cash for the month of January, in the full amount of \$1,400.00. The Tenant GC testified that the Landlords provided her with a receipt for the January rent, but that she did not enter a copy of the receipt into evidence.

The Tenant GC testified that the Landlords knew that she had 3 dogs. The Tenant GC testified that she is a volunteer for the SPCA and takes on "rescued" foster dogs for

short periods of time until they are placed in suitable homes. The Tenant GC testified that a foster dog impregnated her dog and as a result, there were puppies in the rental unit.

The Tenant GC testified that there was a lot of debris, baby furniture, Christmas ornaments, three old mattresses and garbage in the rental unit when they moved in. She stated that she painted all of the interior walls, with the exception of the front bedroom, when the Tenants moved in. The Tenant GC denies that the rental unit required painting and disputed the amount of money claimed for cleaning and dumping.

### **Analysis**

The Landlords did not provide proof of cost for dumping fees, paint and cleaning supplies. This portion of the Landlords' claim is dismissed without leave to reapply.

There was conflicting evidence regarding payment of January's rent. On careful consideration of the oral testimony of both parties and the written evidence provided, I prefer the Landlords' evidence in this regard. The Tenants did not dispute the Notice to End Tenancy for Unpaid Rent or Utilities, and in fact vacated the rental unit on January 2, 2009. The Tenants did not file their own Application for Dispute Resolution. It was at the Hearing that the Tenant finally disputed that January's rent had not been paid, and the Tenant did not provide the Residential Tenancy Branch with a copy of a receipt for January's rent payment. The Landlord's application for unpaid rent in the amount of \$1,400.00 is granted.

The Landlords provided a copy of a CD which included photographs of the rental unit taken after the Tenants vacated the unit. The date signature on the CD is January 12, 2009. There are items of children's furniture and effects which, based on the oral testimony of both parties and on the Condition Inspection Report, I accept were left at the unit by previous tenants. However, the following is clear from the photographs:

- There are dogs' feces and urine on the floors and baseboards of several rooms;

- the kitchen was very dirty, with food, dishes and debris left in the cupboards and on the countertop;
- the fridge and stove were not cleaned;
- floors throughout the house have not been cleaned and washed;
- the toilet and bathtub were not cleaned;
- there are bags and boxes of garbage throughout the house;
- there are discarded clothes and garbage strewn about a bedroom floor;
- there is a bed frame, and old furniture abandoned in the rental unit;
- there are gouges and marks on several walls; and
- the front door is filthy.

The Landlords' application for damages in the amount of \$640.00 (32 hours of labour at \$20.00 per hour) is granted.

The Landlords have been largely successful in their application and are entitled to recover the filing fee for the cost of their application from the Tenants. Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit, together with accrued interest, in partial satisfaction of their monetary claim.

The Landlords have established a monetary order in the amount of \$1,385.40 against the Tenants, calculated as follows:

Unpaid rent for January, 2009	\$1,400.00
Damages for the cost of labour in cleaning and painting	\$640.00
Recovery of filing fee	\$50.00
Less security deposit and accrued interest of \$6.60	<u>&lt;\$706.60&gt;</u>
TOTAL	\$1,385.40
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**Conclusion**

I grant the Landlords a monetary order under section 67 of the Act for \$1,385.40. This order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

April 20, 2009

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