



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

MNR, MND, MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the address noted on the Application, on February 13, 2009. She stated that the address noted on the Application was provided to her as a forwarding address by the female Tenant. Two Canada Post tracking numbers were provided. In the absence of evidence to the contrary, I find that these documents were served in accordance with section 89 of the *Residential Tenancy Act* (Act), however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for unpaid rent and for damage to the rental unit; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on January 01, 2007 and ended on January 20, 2009; that the monthly rent was \$1,300.00 at the end of the tenancy and that the Tenants paid a security deposit of \$650.00 on May 22, 2007.

A condition inspection report was completed at the beginning of this tenancy, a copy of which was submitted in evidence. This report appears to have been signed by the Tenant.

The male Building Manager stated that he completed a condition inspection report at the end of this tenancy, a copy of which was submitted in evidence. He stated that the

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female Tenant was present when the report was completed although she refused to sign the report.

The Landlord is seeking compensation, in the amount of \$15.00, for cleaning the stove in the rental unit and \$72.70 for replacing the burner rings and bowls. The condition inspection report that was completed at the end of the tenancy indicates that the stove required cleaning. The Landlord submitted a copy of a receipt from the female Building Manager, which indicates that she spent one hour cleaning rental unit, at a rate of \$15.00 per hour. The receipt also notes that the burner rings and bowls had not been located in the rental unit. The Landlord submitted a receipt that indicates that they purchased new burner rings and bowls from Home Depot, at a cost of \$72.70.

The Landlord is seeking compensation, in the amount of \$157.50 for cleaning the carpets in the rental unit. The condition inspection report that was completed at the end of the tenancy indicates that the carpet was stained. The Landlord submitted a copy of a receipt from a cleaning company for the cost of cleaning the carpet.

The Landlord is seeking compensation, in the amount of \$110.99 for treating the rental unit for fleas. The male Building Manager stated that he observed fleas in the rental unit after the carpets had been cleaned. The Landlord submitted a copy of a receipt from a pest control company for the cost of cleaning the carpet.

The Landlord is seeking compensation, in the amount of \$225.00 for repairing damaged siding that the Agent for the Landlord stated was caused by the Tenants' barbecue. The condition inspection report that was completed at the beginning of the tenancy does not indicate that the siding was damaged and the condition inspection report that was completed at the end of the tenancy indicates that the siding was damaged at the end of the tenancy. The Landlord submitted a copy of a sales order indicating that it will cost \$225.00 to repair the siding.

The Landlord is seeking compensation, in the amount of \$40.00 for removing a large mirror that was left in the rental unit at the end of the tenancy. The male Building Manager stated that the Tenants left a large mirror in the rental unit. The Agent for the Landlord stated that the Landlord hired two men to remove the mirror, although a receipt for this expense was not submitted.

The Landlord is seeking compensation, in the amount of \$20.00, for re-keying the locks to the rental unit. The condition inspection report that was completed at the end of the tenancy indicates that one set of keys were not returned at the end of the tenancy and the male Building Manager stated that these keys have not yet been returned. The Landlord did not submit a copy of a receipt for re-keying the locks.

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The Landlord submitted a copy of the Tenants' written notice to end the tenancy. The notice is dated December 18, 2008 and it indicates that the Tenants will be vacating the rental unit on January 18, 2009. The Agent for the Landlord stated that the Tenants paid \$783.88 in rent for January and she is seeking compensation, in the amount of \$516.12, for the remainder of the rent that was due for January.

## Analysis

On the basis of the condition inspection report and the receipts for cleaning the stove and purchasing new burner rings and bowls, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to clean the stove and leave it in good repair. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$87.70.

On the basis of the condition inspection report and the receipt for cleaning the carpet, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to clean the carpet at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$157.50.

On the basis of the male Building Manager's statement and the receipt from the pest control company I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to rid the rental unit of fleas at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$110.99.

On the basis of the condition inspection report and the sales order for repairing the siding, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to repair the siding that was damaged during their tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$225.00.

On the basis of the male Building Manager's statement that the Tenants left a mirror in the rental unit that was so large to people were needed to move it, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to dispose of the mirror. As the Landlord submitted no evidence to corroborate their statement that they paid \$40.00 to have the mirror removed, I find that there is insufficient evidence to establish that the cost was actually incurred. On this basis, I dismiss the Landlord's claim for compensation for removing the mirror.

On the basis of the male Building Manager's statements and the condition inspection report, I find that the Tenants failed to comply with section 37(2) of the *Act* when they



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failed to return all of the keys to the rental unit. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. As the Landlord submitted no evidence to corroborate their statement that they paid \$20.00 to have the locks re-keyed, I find that there is insufficient evidence to establish that the cost was actually incurred. On this basis, I dismiss the Landlord's claim for compensation for re-keying the locks.

I find that the Tenants did not comply with the section 45(1) of the *Act* when they did not provide the Landlord with one full month's notice of their intent to vacate the rental unit *on a date that is day before the day in the month that the rent is due*. I therefore find that the Tenants were obligated to pay all of the rent that was due for January of 2009. As the Tenants did pay \$783.88 rent for January, I find that the Tenants still owe \$516.12 in rent for January.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

## Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,147.31, which is comprised on \$516.12 in unpaid rent, \$581.19 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the security deposit paid by the Tenant's, plus interest in the amount of \$15.82, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$481.49. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 29, 2009.

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Dispute Resolution Officer