



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

CNR, ERP, RP, PSF, LRE, OPR, MNR, MND, MNSD, MNDC, FF

### Introduction

This hearing was scheduled in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession; a monetary Order for unpaid rent, a monetary Order for damage to the rental unit; a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit; and to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution. At the hearing the Landlord withdrew his application for an Order of Possession, as the rental unit has been vacated.

The Tenants filed an Application for Dispute Resolution, in which the Tenants made application to set aside a Notice to End Tenancy; a monetary Order for damage to the rental unit; a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to make repairs; an Order requiring the Landlord to provide services or facilities required by law; and to suspend or set conditions on the Landlord's right to enter the rental unit. As the Tenants did not attend the hearing in support of their application, I dismiss their application without leave to reapply as I find that they failed to diligently pursue the application.

The Landlord stated that he personally served each Tenant with copies of the Application for Dispute Resolution and Notice of Hearing on March 17, 2009. These documents are deemed to have been served in accordance with section 89 of the *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; 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 Tenants for the cost of the Application for Dispute Resolution.

## Background and Evidence

The Landlord stated that this tenancy began on January 01, 2009; that it ended on March 31, 2009; that the Tenants were required to pay monthly rent of \$680.00; and that they paid a security deposit of \$340.00 on December 11, 2008.

The Landlord stated that the Tenants still owe \$680.00 in rent from March of 2009.

The Landlord is claiming compensation, in the amount of \$210.00, for repairing a living room window. The Landlord stated that he believes this window was broken when someone threw a rock, or similar object, at the window from the exterior of the building. The Landlord speculated that the window was broken by a friend of the Tenant's who was trying to get their attention, however he has no evidence to substantiate that suspicion. The Landlord submitted a Condition Inspection Report that was completed at the beginning of the tenancy. There is no indication on the report that the window was broken at the beginning of the tenancy.

The Landlord is claiming compensation, in the amount of \$40.00, for repairing vertical blinds in the rental unit. He stated that a few of the vanes had been broken off and could not be replaced. The Condition Inspection Report that was completed at the beginning of the tenancy indicates that the vertical blinds were in good condition at the beginning of the tenancy. The Landlord did not submit a written estimate of the cost of repairs or a receipt to establish that the repairs had been made. He stated that he based his claim on a verbal estimate provided to him by a supplier of blinds.

The Landlord is claiming compensation, in the amount of \$75.00, for removing two "chain locks" that had been placed on doors; to repair the damage; and to repaint the doors. The Landlord stated that the repairs were made by a company he owns, at a rate of \$22.00 per hour.

The Landlord is claiming compensation, in the amount of \$55.00, for cleaning a bedroom carpet, which the Landlord stated was very stained. The Landlord submitted no evidence, such as photographs or a Condition Inspection Report that was completed at the end of the tenancy, that corroborates his statement that the carpet was stained and in need of cleaning.

The Landlord is claiming compensation, in the amount of \$205.00, for replacing the living room carpet, which the Landlord stated was too dirty to be cleaned. The Landlord submitted no evidence, such as photographs or a Condition Inspection Report that was completed at the end of the tenancy that corroborates his statement that the carpet were so badly stained that they needed replacement.

## Analysis

I find that the Tenants entered into a tenancy agreement with the Landlord, and that the Tenant was required to pay monthly rent of \$680.00 at the end of the tenancy. In the absence of evidence to the contrary, I find that the Tenants failed to comply with section 26(1) of the *Residential Tenancy Act (Act)*, which requires tenants to pay rent to their landlord. On this basis, I find that the Tenants owe \$680.00 to the Landlord for unpaid rent.

I find that a window in the rental unit was broken during this tenancy. I find that the Landlord submitted insufficient evidence to establish that the window was broken by the Tenants or by guest of the Tenants. In reaching this conclusion, I was strongly influenced by the Landlord's testimony that the window was broken when an object was thrown at it from outside of the rental unit. I was further influenced by the absence of evidence that corroborates the Landlord's statement that the object was thrown by a guest of the Tenant. As the Landlord has failed to establish that the window was broken by the Tenants or by guest of the Tenants, I hereby dismiss the Landlord's application for compensation for the window.

In the absence of evidence to the contrary, I find that the Tenants damaged the vertical blinds during this tenancy. In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. In these circumstances, I find that the Landlord failed to establish the true cost of repairing the damage to the blinds. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's statement that it will cost \$40.00 to repair the blinds. On this basis, I hereby dismiss the Landlord's claim for compensation for repairing the blinds.

In the absence of evidence to the contrary, I accept the Landlord's statement that "chain locks" were installed on two doors in the rental unit. I also accept that it took the Landlord's company approximately 3.5 hours to repair the damage. I find that the Landlord is entitled to labour costs for repairing damage to a rental unit, at a rate of \$20.00 per hour, which I find is reasonable compensation for menial labour. On this basis, I find that Tenants' must pay \$70.00 to the Landlord for the time spent repairing the doors.

Although it is generally accepted that tenants will clean the carpets after a tenancy of one year, they are only expected to clean the carpet after a short term tenancy if the carpets are deliberately or carelessly stained. I find that the Landlord submitted

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insufficient evidence to establish that the carpet in the bedroom was stained and required cleaning. In reaching this conclusion, I was strongly influenced by the absence of documentary evidence that establishes the need for cleaning. As the Landlord has not established that the Tenants breached the Act by not cleaning the carpets, I hereby dismiss the Landlord's application for the cost of cleaning the carpet.

I find that the Landlord submitted insufficient evidence to establish that the carpet in the living room needed replacing because it was badly stained and soiled. In reaching this conclusion, I was strongly influenced by the absence of documentary evidence that establishes the condition of the carpet. As the Landlord has not established that the carpet required replacing, I hereby dismiss the Landlord's application for the cost of replacing the carpet.

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

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$340.29, in partial satisfaction of the monetary claim.

## Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$800.00, which is comprised on \$680.00 in unpaid rent, \$70.00 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$340.29, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$459.71. 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: May 01, 2009.

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Dispute Resolution Officer