

# Dispute Resolution Services

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

## Decision

Dispute Codes: MND, MNR, MNSD, FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties were represented at the conference call hearing and had opportunity to be heard. The tenant J.D. appeared on behalf of herself and S.G., but did not purport to represent the third tenant, C.B. However, the landlord provided evidence that C.B. had been personally served with the application for dispute resolution and notice of hearing and the hearing proceeded in his absence.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

## Background, Evidence and Analysis

The parties agreed that the tenancy began on November 1, 2004 and ended in November 2007. The rent was \$1,000.00 per month and at the outset of the tenancy the tenants paid a \$500.00 security deposit. I address the landlord's claims and my findings around each below.

1. **Unpaid rent.** The landlord testified that the tenants failed to pay \$150.00 of their rent in 2005 and further failed to pay \$3,725.00 of their rent in 2007. Both parties submitted copies of the receipts issued during the tenancy. For the most part, the receipts were identical, but in some cases the landlord submitted receipts that the tenants did not submit and in other cases the tenants submitted receipts that the landlord did not submit. The tenants should have paid a total of \$12,000.00 in 2005. The landlord's receipts for 2005 added up to \$10,910.00 but he only claimed to have not received \$150.00. The tenants' receipts for 2005 added up to \$11,910.00. The receipts all appear to be authentic. I accept the tenants' evidence and find that the

tenants failed to pay \$90.00 of their rent in 2005 and I award the landlord \$90.00.

In 2007 the tenants should have paid a total of \$11,000.00. On June 29, 2007 there exist two receipts for the same amount, \$450.00. The landlord testified that he erroneously issued two receipts for the same payment and that he tried to retrieve the duplicate receipt from the tenants to no avail. The tenants took the position that two separate payments were made. I find on the balance of probabilities that the two June 29 receipts are duplicates. During the three years of the tenancy, when multiple payments were receipted on the same date the landlord would indicate the varying amounts of the payments on one receipt. This is the only month in which he issued two receipts on one date. The landlord's receipts for 2007, excluding the 2<sup>nd</sup> June 29 receipt, add up to \$7,275.00. The tenants' receipts for 2007, excluding the 2<sup>nd</sup> June 29 receipt, add up to \$9,025.00. I accept the tenants' evidence that \$9,025.00 was paid during 2007 and I award the landlord \$1,975.00 in unpaid rent for 2007.

2. **Repairs.** The landlord \$700.94 for materials and fees and \$632.00 in labour for cleaning and repairing the rental unit. The landlord testified that at the end of the tenancy, the rental unit had not been cleaned, the tenants had left furniture and numerous other belongings in and outside the rental unit which had to be removed, nail holes in the walls had to be filled and a number of items which were missing, including mini blinds, light bulbs, light covers, towel bars and keys, had to be replaced. The landlord further testified that there were burn marks on the carpets and that a shelf and edging were missing on a built-in cabinet in the living room. The tenant testified that she attempted to clean the unit and acknowledged that some of their things had been left behind. The tenant acknowledged that she did not clean the carpet and testified that she chose not to do so because it had not been cleaned prior to the time she moved into the rental unit. The tenant further testified that the burn marks in the carpets were there at the beginning of the tenancy as were the holes in the walls. The tenant acknowledged that the built-in cabinet had been damaged by one of the tenants.

The landlord entered into evidence receipts showing what was paid for various materials and for fees at the Hartland landfill. The landlord also entered into

evidence photographs showing the condition of the unit at the end of the tenancy. The tenant provided photographs as well, but as they did not appear to have any relevance to the landlord's claims, they were not helpful in my deliberations.

I find that the tenants did not adequately clean the rental unit and that they left a number of items in and outside the unit which had to be disposed of. I find that the tenants caused the damage to the carpets as the burn marks were not noted in the move-in inspection, which was signed by the tenants. I further find that the keys, light fixtures, bulbs and towel bars had to be replaced. However, I find that the landlord's claim must be discounted somewhat to reflect the age of the items missing or damaged as the landlord is not entitled to replacement value, but to the value of the goods at the time of the loss. The landlord testified that the carpets were approximately 15 years old and that the built-in cupboard was in place when the landlord purchased the property in 1995. No estimation was given as to the age of the light fixtures. I find that the claim for the diminished value of the carpet must be reduced by \$75.00, the claim for the blinds reduced by \$40.00 and the claim for the light fixtures by \$10.00. I do not discount the claim for the damage to the cabinet as the claim already nominal. I find that the landlord is entitled to the entire claim for labour. I award the landlord \$1,207.94 for repairs, which represents the difference between the total claim of \$1,332.94 and the discount for the age of the items lost or damaged as outlined above.

3. **Filing fee.** The landlord seeks to recover the \$50.00 filing fee paid to make his application. As the landlord has been substantially successful, I find he is entitled to recover the filing fee and I award him \$50.00.

In summary, the landlord has been successful in the following claims:

|                  |                    |
|------------------|--------------------|
| Unpaid rent 2005 | \$ 90.00           |
| Unpaid rent 2007 | \$ 1,975.00        |
| Repairs          | \$ 1,207.94        |
| Filing fee       | \$ 50.00           |
| <b>Total:</b>    | <b>\$ 3,322.94</b> |

I find that the landlord has established a claim for \$3,322.94. I order that the landlord retain the deposit and interest (calculated as of the date of this judgment) of \$517.70 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,805.24. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$2,805.24.

Dated June 19, 2009.

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