

DECISION

Dispute Codes: MND, MNR, MNDC, FF

This hearing dealt with an application by the landlords for a monetary order for loss of income and costs incurred in addressing the damages.

The tenancy began on April 1, 2004. Rent in the amount of \$726.00 was payable in advance on the first day of each month. On September 1, 2008, the landlords found the tenants to have moved out of the rental unit.

The landlords are claiming for loss of income for the month of September and costs incurred in addressing the following damages.

Loss of Income for September	\$726.00
Outstanding Utility Charges	\$800.00
Cleaning and Supplies	\$130.00
Garbage Removal	\$ 50.00
Lock Replacement	\$ 25.00
Replace 3 Doors	\$154.00
Replace Blinds	\$122.00
Graffiti and Pellets Removal	\$850.00

Loss of Income for September

The landlords said that the tenants did not give them notice to end tenancy. The tenants and their witness, AB, maintained that they had mailed out such a notice to the landlords on or about July 17, 2008. The tenants said that they always communicated to the landlords through grandmother W. and that grandmother W. was aware that they were moving out at the end of August. The landlords gave the following evidence in response to the tenants' assertion. At the end of July, they talked to grandmother W and she never indicated that the tenants were moving out of the unit. On August 20, a prospective landlord telephoned the landlords for reference for the tenants who were applying to move into another

rental unit. After this phone call, the landlords phoned grandmother W. During this conversation, grandmother W. expressed surprise at the news of the tenants' intent to move out and became concerned about the telephone service that was in her name. Later, grandmother W. called the landlords back to tell them that she tried to reach the tenants but someone in the tenants' house told her to mind her own business. On August 21, the landlords posted a letter on the door of the rental unit to inquire of tenants' intent to move out. They never received any response from the tenants. On September 1, the landlords attended the rental unit and found the tenants to have moved out and left only one key to the back door.

I note that the landlords' testimony regarding their communication with grandmother W and their posting of a letter on the tenants' door on August 21 was not disputed by the tenants. As well, I have considered that the tenants were unable to provide a copy of the written notice to end tenancy allegedly mailed to the landlords. Based on the above, I find the landlords to have proven that the tenants have not given any written notice to end tenancy as required by Section 45 of the *Residential Tenancy Act*. Accordingly, I also find that the landlords are entitled to recovery of the resulting loss of income for the month of September in the amount of \$726.00 and I allow a claim for this amount.

Outstanding Utility Charges

The landlords are claiming \$800.00 as outstanding utility charges. To support their claim, the landlords submitted a copy of a Terasen Gas Invoice in the landlords' names showing an outstanding balance of \$832.22. The tenants maintained that the Terasen Gas account was in their own names and that they had paid all outstanding balances. The landlords pointed out that the Terasen Gas Invoice shows that a payment of \$130.00 was made through Credit Union Central B.C. towards a previous outstanding balance. The landlords said that the

\$130.00 payment was made by the tenants who were trying to maintain the service by paying a required minimum payment.

The tenants did not dispute the landlords' assertion that they had made a \$130.00 payment towards the Terasen Gas account in the landlords' name. They also did not provide any explanation as to why they would make such a payment when they allegedly had a Terasen Gas account in their own names. Furthermore, no documentary evidence was submitted by the tenants to show that they had their own Terasen Gas account. Based on the above, I have not accepted the tenants' assertion that they had a Terasen gas account in their own names. Accordingly, I also find the landlords to have proven that the tenants are responsible for \$800.00 in outstanding utility charges and I allow a claim for this amount.

Cleaning and Supplies

The landlords are claiming \$130.00 for 5 hours of cleaning and supplies. The landlords said that the inside of the house was filthy and that there was a strong smell of dog urine. To support their claim, the landlords submitted photos showing the condition of the rental unit after the tenants moved out. The tenants maintained that they had cleaned the unit with exception of the fridge and the area behind the fridge. I note that photos show that the stove needed cleaning, the bathroom walls and ceiling were dotted with moulds and the floor underneath the fridge was severely soiled. Based on the above and considering there was no receipt for this claim, I find reasonable to allow 60% of the claim for the amount of \$78.00.

Garbage Removal

The landlords are claiming \$50.00 for garbage removal. To support their claim, they submitted photos showing substantial amount of garbage left outside of the

rental unit and 3 receipts from the dump site for a total of \$56.00. The tenants did not dispute that they had left such garbage and said that they thought their friend, the garbage man, would have picked them up. Based on the above, I find the landlords to have proven the need for garbage removal. I find that landlords' claim for \$50.00 to be supported by receipts and I allow a claim for this amount.

Locks Replacement

The landlords are claiming \$25.00 for replacing the locks to the front and back doors. To support their claim, they submitted a receipt from Canadian Tire for the amount of \$25.46. The landlords said that when they arrived on September 1, they found only one key to the back door. The tenants said that they had changed the lock to the back door without seeking permission from the landlords. The tenants also maintained that they did not receive a key to the front door when they moved in. The landlords said that they had given the tenants keys to both the front and back doors when they moved in. I prefer the landlords' testimony as it would not be reasonable for the landlords not to supply the tenants with the key to the front door of the rental unit. Based on the above, I find the tenants to be in breach of Section 31 of the *Residential Tenancy Act* by changing the lock of the backdoor without the landlords' consent. I also find that tenants to have failed to return the key to the front door to the landlords. Accordingly, I find the landlords to have proven the need to replace the locks for the front and back doors. As well, I find that landlords to have proven the costs of such replacement with a receipt for \$25.46. I therefore allow a claim for \$25.00.

Replace 3 Doors

The landlords are claiming \$154.00 for replacing 3 doors. To support their claim, they submitted photos showing damages to the 3 doors and a receipt from Bent Nail for purchase of the new doors. The tenants said that they had to remove the

knob of the bedroom door because it had a lock on it. I note that there was damage to other parts of the bedroom in addition to the knob being removed. The tenants did not dispute that they had caused damages to the other two doors. Based on the above, I find that landlords to have proven the need to replace the 3 doors. I also find the landlords to have proven the costs of such replacement by a receipt and I allow a claim for \$154.00.

Replace Blinds

The landlords are claiming \$122.00 for replacing 2 blinds. To support their claim, they submitted photos showing the damages to the 2 blinds and a receipt from Wal Mart for the amount of \$122.44. The tenants did not dispute the need to replace the 2 blinds or the costs of replacing them. Accordingly, I allow a claim of \$122.00 for replacing the blinds.

Graffiti and Pellets Removal

The landlords are claiming \$850.00 for removing graffiti and pellets from the master bedroom. To support their claim, the landlords submitted 1) photos showing substantial amount of graffiti on the walls and pellets taken from these walls and 2) a receipt from Pink Painters showing an \$850.00 charge plus 5% tax for graffiti removal. The tenants did not dispute that they had caused such damages. The tenants also did not dispute the costs for removing the graffiti and pellets. Accordingly, I allow a claim of \$850.00 for graffiti and pellets removal.

Conclusion

Based on all of the above, I find that the landlords have established a total claim of \$2805 comprised of \$726.00 in loss of income, \$800.00 in outstanding utility charges and \$1279.00 as costs incurred in addressing the damages. The landlords are also entitled to recovery of the \$100.00 filing fee. I grant the

landlords an order under section 67 for the balance due of \$2855.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated July 10, 2009.