



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, MNDC

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and their witnesses the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witnesses.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$4563.50 for damages, cleaning, and lost rental revenue.

Background and Evidence

The landlord testified that, and his witness confirmed that:

- He and his witness entered the rental unit after the tenants had vacated and found that the rental unit had been left in a very dirty and damaged condition.
- He had to have the rental unit cleaned and all the garbage removed.
- The rental unit needed extensive repairs due to what appeared to be wilful damage, such as wall damage, kicked in doors, broken taps, ripped off towel bars, broken light fixtures, smoke detectors torn from the ceiling, broken window hinges, missing closet shelving, missing shower pipe and shower head, and missing kitchen faucet.

- As a result of all this damage the landlord also lost the full rental revenue for the month of August 2009.

The applicant is therefore requesting an order as follows:

Cleaning	\$200.00
Damage repairs	\$3538.50
Lost rental revenue	\$750.00
Total	\$4563.50

The respondent testified that:

- He does not dispute that the landlord found the rental unit damaged however he did not cause the damage and it is his belief that the rental unit was broken into after he vacated.
- His witness saw two men enter the rental unit a few days after he vacated.

The respondents witness testified that:

- She witnessed two men enter the rental unit through the laundry area about four days after the tenant had vacated the rental unit.
- She did not witness anyone causing damage to the rental unit.

The applicant responded to the respondent's testimony as follows:

- There were other tenants living in the rental property at the time that the tenant vacated and they did not hear anyone causing damage to the rental unit after the tenant vacated.
- The two men that witness saw go into the rental unit where the men he hired to the estimate the damage and repairs.

Analysis



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It is my decision that I will allow the full amount claimed by the landlord. I do not accept the tenants claim that someone broke into this rental unit and caused wilful damage after he vacated.

The landlord's evidence clearly shows that there was substantial damage to the rental unit and a large amount of garbage removal and cleanup was needed in this rental unit.

I find it far more likely that this damage was caused by the tenant prior to vacating the rental unit.

It is also my finding that the amounts claimed by the landlord are fully justifiable.

Conclusion

I have issued an order for the respondent to pay \$4563.50 to the applicant. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$375.00

I further Order that the Respondent(s) pay to the applicants the following amount:

\$4188.50

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: August 21, 2009.

Dispute Resolution Officer