



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND MNR MNSD MNDC 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. The landlord's agent and both tenants appeared in the teleconference hearing. The landlord had named the male tenant under two different names in their application; however, in the hearing the male tenant testified as to which name he ought to have been identified, and accordingly I amended the landlord's application to correctly identify the male tenant.

During the hearing I specifically advised the landlord that I would not accept any evidence submitted after the hearing was concluded. After the conclusion of the hearing the landlord left a voicemail message with the Residential Tenancy Branch to add to or correct his testimony. I did not admit as evidence or consider that information in reaching my decision in this matter.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on January 15, 2009. Rent in the amount of \$1500 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$750. In the hearing, the landlord and tenants agreed that the tenants did not pay rent for May or June 2009, and that the tenants moved out of the rental unit in June 2009.

The landlord has claimed the following amounts against the tenants:

- 1) \$3000 in unpaid rent for May and June 2009 – the landlord's testimony was that the tenants did not give the landlord notice that they were vacating the rental unit, and it did not come to the landlord's attention until June 20, 2009 that the tenants had moved out;
- 2) \$479.30 for cleaning and garbage removal;
- 3) \$152.25 for shampooing carpets;
- 4) \$289.28 for lawn treatments – the tenancy agreement indicates that the tenants are responsible for "lawn care," but they did not maintain the lawn;
- 5) \$150 for locks – the tenants did not return the keys for the front door or the city postal box;
- 6) \$100 for the coded garage door lock – the tenants did not provide the electronic code for the garage door unit;
- 7) \$50 for a hose that was provided by the landlord as part of the tenancy and is now missing;
- 8) \$500 to fix several damages caused by the tenants, which will require repair; and
- 9) \$306.46 for the costs of attempting to serve the tenants with dispute resolution documents.

The response of the tenants was as follows. The tenants did not pay rent for May 2009. On May 2, 2009 the tenants gave the landlord verbal notice that they would be moving out. The landlord and tenants agreed that the tenancy would end by June 15, 2009 and the tenants would only be responsible for rent for the first half of June 2009. The tenants moved out on June 9, 2009.

The tenants dispute all of the landlord's claims for cleaning, carpet shampooing and lawn treatments on the basis that there was no move-in inspection report completed, and the previous tenant had two dogs that damaged the lawn. The tenants attempted

to restore the lawn but were unsuccessful.

The tenants left the front door key inside the garage when they vacated. The tenants obtained the mailbox key from Canada Post, free of charge, at the outset of the tenancy, and they returned that key to Canada Post at the end of the tenancy. In the hearing the tenants told the landlord the numeric code to the garage door, and stated that the instructions for resetting the code are inside the cover of the unit.

The tenants stated that there was no hose at the house when they moved in, and the damages that the landlord seeks to repair were already there at the outset of the tenancy.

### Analysis

In considering all of the evidence, I find as follows. The landlord is entitled to the unpaid rent claimed for both May and June 2009, in the amount of \$3000. The tenants did not provide sufficient evidence to support their claim of an agreement with the landlord regarding payment of only half a month's rent for June 2009. Further, the tenants did not return the key to the rental unit to the landlord and did not appear to otherwise inform the landlord that they had vacated by June 15, 2009.

The landlord did not provide sufficient evidence to support the claims for cleaning, carpet cleaning and lawn care. Furthermore, the tenancy agreement was not sufficiently specific regarding to what extent the tenants were responsible for care and maintenance of the lawn. I therefore dismiss those portions of the landlord's claim.

While the tenants did not directly return the keys or advise the landlord in a cooperative manner regarding the garage door code, the landlord did not incur any loss for these items, and I therefore dismiss those portions of the landlord's claim.

In the absence of a move-in inspection report or other evidence to demonstrate the condition of the rental unit at the outset of the tenancy, I dismiss the landlord's claims regarding the hose and the other alleged damages requiring repair.

A party is not entitled to recovery of their costs of pursuing dispute resolution except in regard to the filing fee for the cost of their application. In this case, as the landlord's application was largely successful, I find the landlord is entitled to recovery of their filing fee, in the amount of \$50.

The total claim to which the landlord is entitled is \$3050.

### Conclusion

I order that the landlord retain the deposit of \$750 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2300. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 5, 2009.