

DECISION

Dispute Codes: MND, MNDC, MNR, MNSD, FF

Introduction

This is the Landlord's application for a monetary order for loss of rent and damages to the rental unit; to keep the security deposit; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Is the Landlord entitled to a monetary order and if so, in what amount?
- Is the Landlord entitled to keep the security deposit paid by the Tenants?
- Is the Landlord entitled to recover the cost of the filing fee from the Tenants?

Background and Evidence

Facts on which the parties agreed:

- Monthly rent for the rental unit was \$1,060.00 per month, due on the first day of each month. The tenancy commenced on January 1, 2009.
- The Tenants paid a security deposit in the amount of \$500.00 on December 24, 2008.
- There was no formal move-in or move out inspection done with both parties present.
- The Tenants vacated the rental unit in the 28th or 29th of June, 2009, without providing the Landlord with one month's written notice.

The Landlord gave the following testimony:

The Tenants left the rental unit without cleaning it, and damaged the walls; a closet door; electric switches; main entrance door; two cabinet drawers; window blinds; bathroom door; a piece of glass in one the bedroom closet doors; and sprinkler system. The Landlord testified that the walls were freshly painted two years ago. The Landlord

testified that the Tenant did not pay for garbage pickup, as agreed, and did not replace some burned out light bulbs. The Landlord provided a list of items and the cost he incurred to have the damaged items fixed and the rental suite cleaned, together with 5 photographs of the rental unit after the Tenants vacated the suite.

The Landlord testified that he was unable to re-rent the suite for July because he had to paint and clean the suite and repair the damages.

The Tenants gave the following testimony:

The Tenants agreed that they damaged one of the two cabinet drawers; the glass in the bedroom closet door; and the walls. With respect to the walls, the Tenants testified that they repaired the holes with drywall mud, but did not paint the walls. The Tenants testified that they did not clean the suite, but that they had agreed with the Landlord that the Landlord could use the security deposit to clean the suite. With respect to the remainder of the Landlord's claim for damages, the Tenants denied making the damages. The Tenants testified that they were not required to pay for garbage pickup under the tenancy agreement.

Analysis

The Tenants vacated the rental unit without due notice to the Landlord and I find that the Landlord is entitled to loss of rent for the month of July, 2009.

The Landlord provided a copy of the tenancy agreement, which does not disclose an agreement that the Tenants would pay for garbage pickup. Therefore this portion of the Landlord's claim is dismissed.

The Landlord did not complete Condition Inspection Reports with the Tenants at the beginning and the end of the tenancy, in contravention of Sections 24(2) and 36(2) of the Act. The parties did not agree with respect to most of the Landlord's claim for damages. In the absence of corroborating evidence (Condition Inspection Reports), and with contradictory verbal testimony, the Landlord has not proven some of his claim for damages. The Tenants agreed that they didn't clean the rental unit and had

damaged a few of the items, and therefore I allow the Landlord's claim for damages for which the Tenants claimed responsibility.

The *Residential Tenancy Policy Guidelines* provide a useful life of 4 years for interior paint. The paint was two years old. Therefore, I allow the Landlord $\frac{1}{2}$ of the amount claimed for painting the interior walls. The Landlord claimed for 6 hours of cleaning at \$50.00 per hour, which I find to be an excessive hourly rate. I allow the Landlord \$20.00 per hour for cleaning the suite.

The Landlord has been partially successful in his application and is entitled to recover the cost of the filing fee from the Tenants.

Pursuant to Section 72(2)(b) of the Act, the Landlord may deduct the security deposit in partial satisfaction of his monetary claim.

The Landlord has established the following monetary claim:

Loss of rent for July, 2009	\$1,060.00
Repairing cabinet drawer	\$40.00
Repairing glass closet door	\$195.00
Painting the interior walls (\$600.00 divided by 2)	\$300.00
Cleaning the rental unit (6 hours at \$20.00 per hour)	\$120.00
Recovery of the filing fee	\$50.00
SUBTOTAL	\$1,765.00
Less security deposit paid by the Tenants	-\$500.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,265.00

Conclusion

I hereby grant the Landlord a Monetary Order against the Tenants in the amount of \$1,265.00. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (small claims) 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: October 19, 2009.
