



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** MNR, MND, MNSD and FF

### **Introduction**

This application was brought by the landlords seeking a Monetary Order for unpaid rent, damages and recovery of the filing fee for this proceeding. In addition, as the tenants did not provide the landlords with a forwarding address within one year of the end of the tenancy, they are permitted by section 39 of the *Act* to retain it for set off against the damages claimed.

Despite having been served with the Notice of Hearing by registered mail sent on August 9, 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### **Issues to be Decided**

This application requires a decision on whether the landlords are entitled to a Monetary Order for the unpaid rent, damages and the filing fee for this proceeding.

### **Background, Evidence and Analysis**

This tenancy began on October 1, 2006 and ended pursuant to a Notice to End Tenancy served on August 2, 2007. The tenants returned the keys on August 20, 2007.

Rent was \$550 per month and the landlords held a security deposit of \$275 paid on October 8, 2006.

At the commencement of the hearing, the landlord stated that the delay in bringing this application was because she had only recently obtained the tenants' forwarding address.

The landlord stated that the tenants had advised her in July 2007 that they had become aware that the bathtub drain pipe lacked a "p" trap which she immediately had remedied by a professional plumber. As the tenant had expressed concern that the lack of a trap had exposed the tenants to sewer gas, the landlord checked with the plumber, the city engineering department and the local health authority. They all assured her that the missing trap would not have permitted sewer gas to enter the rental unit and tests of the unit showed no traces.

Even though the matter had been remedied, the tenants advised that they would not be paying the rent for August 2007. Consequently, the landlord served the Notice to End, and the tenants moved and returned the keys on August 20, 2009.

The landlord claims and I find as follows:

**Rent for August 2007 - \$550.** While there are remedies available for tenants who have concerns about repairs, the *Act* does not permit tenants to withhold rent. This claim is allowed in full.

**Cleaning - \$50.** The landlord gave evidence that the rental unit required extensive cleaning which she did herself and for which she claims this amount. I find the claim to be fair and reasonable and it is allowed in full.

**Lawn mowing - \$50.** The rental agreement provided that the tenant was responsible for lawn mowing for which there was great need at the end of the tenancy. The landlords paid \$50 to have the lawn mowed and I find they are entitled to recover that amount.

**Shed cleaning and dump fees - \$43.** The landlord gave evidence that a full truck load of waste materials were left in the shed and claims \$25 labour for the cleaning and \$18 for dump fees. The claim is allowed.

**Missing shop vac - \$100.** The landlord's three-year-old shop vacuum was missing at the end of the tenancy and not returned. The \$100 is an estimate of its replacement cost. I find the claim should be depreciated to \$50 and allow that amount.

**Blinds - \$25.** The landlord stated she had to replace set of broken blinds that were new at the beginning of the tenancy. This claim is allowed in full.

**Paint and brushes - \$43.00.** The tenants had stated at the beginning of the tenancy that they preferred to change the color of one of the bedrooms. The landlord purchased the paint and brushes which were never used and which were taken by the tenants at the end of the tenancy. This claim is allowed.

**Filing fee - \$50.** I find that the landlords' application to have sufficient merit that they should recover the filing fee for this proceeding from the tenants.

As previously noted, the landlord is authorized by section 39 of the *Act* to retain the security deposit and interest in set off against the balance owed.

Therefore, the tenants owe to the landlords an amount calculated as follows:

Rent for August 2007	\$550.00
General cleaning	50.00
Lawn mowing	50.00
Clean shed and dump fees	43.00
Shop vacuum value	50.00
Replace broken blinds	25.00
Can of paint and brushes taken by tenant	43.00
Filing fee	<u>50.00</u>
Sub total	\$861.00
Less retained security deposit	- 275.00
Less interest (October 8, 2006 to August 31, 2007)	- <u>2.84</u>
<b>TOTAL</b>	<b>\$583.16</b>

## Conclusion

Thus, the landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$583.16 for service on the tenants.