



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNDC, FF

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

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2432.00. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee paid for days hearing.

Background and Evidence

The applicant states that:

- The tenants vacated the rental unit before the end of the lease and without even giving a full months Notice to End Tenancy and as a result the landlord lost one months rental revenue.
- The tenants claim they were ending the tenancy early due to safety issues, however all of those issues were proven to be unfounded.

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- The tenants also left the rental unit in need of some cleaning and in need of some repairs, and as a result the landlord had to have the rental unit cleaned and repairs done.
- A cover for the kitchen light was missing when the tenants moved out of the rental unit.
- The tenants failed to return one of the keys for the patio door requiring that the locks be replaced.
- The tenant left a derelict BBQ some broken picture frames and a box of abandoned items behind at the end of the tenancy and the landlord had to dispose of those items.

The applicant is therefore requesting an order as follows:

Loss of rental revenue for April 2009	\$950.00
Cleaning and painting	\$847.00
Light fixture	\$40.00
Replacement door lock	\$35.00
Garbage removal	\$85.00
Filing fee	\$50.00
Total	\$2482.00

The respondent stated that:

- They vacated early because the landlord failed to respond to their request to deal with what they considered emergency electrical repairs.
- The stove in the rental unit was giving off a distinctive burning wires smell and therefore they requested that the landlords have the stove inspected however the landlords failed to respond to that request.

- They also had four non-functioning outlets, two inside and two outside, and as they could find no problem with the electrical breakers they requested that those items be dealt with as well. Again the landlords failed to deal with the issue.
- Since the landlords failed to deal with what they felt could be serious safety issues they felt they had no option but to cancel the tenancy and vacate as soon as possible, as they did not want to live in a possibly unsafe dwelling with a non-responsive landlord.
- They left the rental unit in as clean conditions as when they moved in and left no damage to the rental unit other than normal wear and tear.
- The light fixture in the kitchen was still in place when they vacated on March 30, 2009.
- The landlord failed to do the required move out inspection, and now provide the quote for repairs that was done 2 ½ months after another tenant moved in.
- On move-in they were provided with four keys and all four keys were returned to Nelsen Realty.
- The garbage that was left behind was there when they moved into the rental unit and therefore they left it when they moved out.

The respondents therefore believe that the landlord's application should be dismissed in full.

Analysis

The tenants claim that they vacated due to the landlords failure to respond to their concerns about electrical safety issues; however although the tenants claim there were electrical safety issues, at no time did they ever have a professional assess the alleged electrical problems.

The tenants further argue that it is the landlord who should have been assessing the problem; however it's the tenants that allege a problem existed and therefore it's incumbent upon them verify their allegations.

Therefore it is my decision that the tenants did not have reasonable grounds to end the tenancy without proper notice and I allow the landlords claim for \$950.00 lost rental revenue for the month of April 2009 and for the \$475.00 liquidated damages allowed in the tenancy agreement.

I deny the claim for cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I also deny the claim for damages, because the landlord failed to do the required move out inspection with the tenants, and although that may have been because of a misunderstanding on the part of the landlord, that is not the tenant's fault and they were not given the chance to rectify any possible deficiencies that may have shown up during the move out inspection. Also the estimate for repairs supplied by the landlord is dated well after the end of the tenancy, and was done after new tenants had been in the rental unit for some time and therefore I do not find the estimate to be reliable.

I deny the claim for keys as well, as the landlord has provided no evidence to show how many keys were given to the tenants at the beginning of the tenancy, and the tenants stated that all keys were returned.

I allow the claim for garbage removal. The tenants claim that the items that they left behind were items that were there when they moved into the rental unit however they have provided no evidence in support of this claim, therefore those items should have been removed at the end of the tenancy. Amount allowed for \$85.00.

I further ordered that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

Conclusion

I have issued an order for the respondents to pay \$1560.00 to the applicants.

Note: Section 72(2)(b) states:

(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

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: December 07, 2009.

Dispute Resolution Officer