



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

The tenants submitted documents to the Residential Tenancy Branch but did not give a copy to the landlords. The tenants explained that they did not finish assembling their evidence until January 12 and chose not to mail the documents to the landlords because they knew the documents would not arrive 5 days in advance of the hearing. The tenants arranged for a friend to telephone the landlords to arrange a meeting to deliver documents, but the landlords declined as they did not want to meet with strangers. I have not considered this evidence as the tenants had three full months from the time they received the application for dispute resolution in which they could have acted to prepare their evidence. Their choice to wait until the final hour and their subsequent failure to deliver documents to the landlord are not, in my view, mitigating circumstances which would lead me to consider their evidence. My decision was therefore made on the basis of the landlords' documentary evidence and the verbal testimony of the landlords and tenants.

Issues(s) to be Decided

Are the landlords entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in November 2008 and ended on August 31, 2009. The parties further agreed that rent was set at \$900.00 per month and that a \$450.00 security deposit was paid at the outset of the tenancy. The tenancy agreement contained a term prohibiting the tenants from keeping dogs at the rental unit.

On August 31, 2009, the parties agree that one of the landlords spoke with a relative of the tenants who was at the rental unit about a dog that was on the property. The landlord then went to the workplace of the tenant E.D. The landlord testified that she told E.D. that the dog would have to be removed from the rental unit within one hour. E.D. testified that the landlord told her to remove the dog within one hour or "you and T. will be removed." The landlord denied having stated that the tenants would be removed. The tenants testified that when they returned to the rental unit they packed their belongings, cleaned the unit and vacated. The landlords seek to recover unpaid rent for September.

The landlords testified that the tenants failed to clean the carpets at the end of the tenancy and seek to recover \$168.00 for carpet cleaning. The landlords provided a receipt showing that they paid this sum to have the carpets cleaned. The tenants testified that the carpets were not cleaned at the beginning of the tenancy and that the landlords had at that time told them that because the carpets were not cleaned, they would not have to clean them at the end of the tenancy. The tenants referred to the move-in condition inspection report on which it was noted that the carpets were not clean. The landlords denied having told the tenants that they did not have to clean the carpets

The landlords testified that they had installed new blinds throughout the rental unit immediately prior to the beginning of the tenancy. The landlords testified that at the end of the tenancy the blinds were badly smoke damaged and that they all had to be replaced. The landlords provide an invoice showing that they spent \$46.05 on blinds.

The tenants insisted that the blinds were not new at the beginning of the tenancy and testified that the kitchen blinds did not function properly.

The landlords testified that a bedroom door was badly damaged and needed to be replaced. The landlords submitted a receipt from Home Depot showing that they spent \$172.25 on September 20. The receipt does not detail what was purchased although the landlords insisted that the receipt was for the purchase of a door. The tenants acknowledged having damaged a door.

The landlords testified that the rental unit was not cleaned at the end of the tenancy. The landlords hired a cleaning service and provided an invoice showing that they paid \$125.00 for 5 hours of cleaning. The invoice breaks down the hours spent cleaning various areas of the rental unit and comments that the unit was, in general, very dirty. The tenants testified that they cleaned the unit at the end of the tenancy.

I note that although the landlords provided a photograph of a burn in the linoleum in the front entrance, they did not provide proof that they spent anything making this repair and did not claim a specific amount in compensation. In their list of damages it appears that the cost of the linoleum is included in the \$172.25 cost of replacing the door, but as the landlords insisted that the Home Depot receipt was solely for the cost of one door, I accept their testimony and find that no claim has been made for the cost of replacing linoleum.

Analysis

The Residential Tenancy Act specifically identifies the ways in which parties can end a tenancy. In the case of a landlord, the landlord may not end a tenancy unless a fixed term lease has expired and the tenants are required to vacate at the end of the term or the tenants are served with a notice to end tenancy. Even if I were to accept that the landlords told the tenants that they would be removed if they failed to remove the dog from the premises, this is not a legitimate means of ending a tenancy. Further, I do not find that the phrase “you will be removed” constitutes a threat that the tenants would be evicted without due process as it is entirely possible that the landlords would have

simply served the tenants with a notice to end tenancy. I find that the tenants did not have the right to abruptly vacate the rental unit without providing notice to the landlords and accordingly I award the landlords \$900.00 in rent for the month of September.

Although I accept that the carpets were not cleaned at the beginning of the tenancy, this does not mean that the tenants were not required to clean the carpets at the end of the tenancy. In the absence of supporting documentation to prove that the landlords had told them they would not be responsible to clean the carpets, I find that the landlords are entitled to recover the cost of carpet cleaning. I award the landlords \$168.00.

The landlords testified that they had to replace the blinds due to smoke damage. The tenants did not respond to this allegation or deny that the blinds had been damaged by smoke, but merely contested the age of the blinds. I accept that the blinds were damaged by smoke and had to be replaced. Although there is a dispute between the parties as to the age of the blinds, the amount claimed is relatively minimal and the landlords were able to replace the blinds at half of the usual cost. As the cost is already minimal, I find it appropriate to accept that the blinds were new at the beginning of the tenancy and value the blinds on that basis. Residential Tenancy Policy Guideline #37 lists the useful life of blinds as 10 years. I find that the tenants have deprived the landlords of 8 years, or 80% of the useful life of the blinds and find that the landlords are entitled to recover 80% of the cost of the blinds. I award the landlords \$36.84.

The tenants have acknowledged that they damaged a bedroom door. However, the landlords have failed to prove the value of the replacement door as I find that the document submitted as a receipt is not sufficiently detailed. The landlords are clearly entitled to some compensation and I find that \$80.00 will adequately compensate them for the replacement of the door. I award the landlords \$80.00.

The tenants argued that they cleaned the rental unit at the end of the tenancy. However, given the speed with which they vacated the unit and the fact that the cleaning service commented on the dirty condition of the unit, I find that the tenants

failed to adequately clean. I find the landlords' claim to be reasonable and I award the landlords \$125.00 for cleaning.

The landlords are also entitled to recover the cost of the filing fee paid to bring their application and I award the landlords \$50.00.

Conclusion

In summary, the landlords have been successful in the following claims:

| | |
|-----------------------|-------------------|
| September rent | \$ 900.00 |
| Carpet cleaning | \$ 168.00 |
| Replacement of blinds | \$ 36.84 |
| Replacement of door | \$ 80.00 |
| Cleaning | \$ 125.00 |
| Filing fee | \$ 50.00 |
| Total: | \$1,359.84 |

I order that the landlords retain the \$450.00 security deposit and \$.87 in interest which has accrued in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$908.97. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: January 21, 2010
