

## **Decision**

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

### **Introduction**

This hearing concerned the landlord's application for a monetary order as compensation for unpaid rent, damage to the unit, damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 5, 2007. Towards the end of tenancy, rent in the amount of \$1,250.00 and utilities (hydro & gas) in the amount of \$153.00 (total: \$1,403.00), were jointly payable in advance on the first day of each month. A security deposit of \$625.00 and a pet damage deposit of \$625.00 were collected near the outset of tenancy as follows:

\$300.00 – June 30, 2007

\$950.00 – July 5, 2007

While the parties undertook a walk-through of the unit at the start of tenancy, a move-in condition inspection report was not completed.

By letter dated November 1, 2009, the tenant gave notice to the landlord of his intent to end tenancy effective "Dec. 1/2009." By way of the landlord's signature on the tenant's letter, the landlord acknowledged receipt of the letter on November 16, 2009. A move-out condition inspection and report were completed by the parties on December 1, 2009. Thereafter, the landlord re-rented the unit effective December 16, 2009.

## **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/) Below, the attention of the parties is drawn to particular provisions of the Act.

Section 45 of the Act addresses **Tenant's notice**, and provides in part as follows:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

I address the landlord's claims and my findings around each as follows:

**\$741.14\***: utilities. On the basis of the landlord's detailed calculations (equalized payments in relation to actual usage etc.) I find that the landlord has established entitlement to recovery of the full amount claimed.

**\$701.50\***: ½ month's rent & utilities. As the tenant's notice to end tenancy does not comply with the above statutory provisions, I find that the landlord has

established entitlement to recover loss of rent & utilities combined for the period December 1 to 15, 2009 in the full amount claimed (\$1,403.00 ÷ 2).

\$500.00: carpet replacement in master bedroom. There is no move-in condition inspection report, and the move-out condition inspection report shows that, in spite of "1 small stain," the condition of the carpet in the master bedroom is "G" (good). Accordingly, this aspect of the application is hereby dismissed.

\$156.11: miscellaneous supplies and labour:

lights: recovery of cost claimed for replacing light bulbs is addressed below. As for the cost to re-install light fixtures, I find that the landlord has established entitlement to \$10.00\*, calculated on the basis of one half hour's labour @ \$20.00 per hour.

cupboard facing: there is no move-in condition inspection report, and reference to kitchen cupboards on the move-out condition inspection report is limited to "front clip broken." Accordingly, this aspect of the application is hereby dismissed.

adjust hanging of screen door: while it is noted that the tenant replaced the screen door, there is no mention of any adjustment required on the move-out condition inspection report. Accordingly, this aspect of the application is hereby dismissed.

towel rack: while a problem is noted on the move-out condition inspection report, there is no move-in condition inspection report. Accordingly, I find that repair required is a function of normal wear and tear, and I find that the tenant cannot be held responsible.

toilet paper holder: while a problem is noted on the move-out condition inspection report, there is no move-in condition inspection report.

Accordingly, I find that repair required is a function of normal wear and tear, and I find that the tenant cannot be held responsible.

closet door: while a problem is noted on the move-out condition inspection report, there is no move-in condition inspection report.

Accordingly, I find that repair required is a function of normal wear and tear, and I find that the tenant cannot be held responsible.

silicon from tub: there is no move-in condition inspection report, there is no mention of this on the move-out condition inspection report, and I find that the tenant cannot be held responsible for a job that arises out of normal wear and tear. This aspect of the application is therefore dismissed.

\$90.00: electrician. Pursuant to section 32 of the Act, which speaks to **Landlord and tenant obligations to repair and maintain**, it is the landlord's responsibility to ensure that the unit "complies with the health, safety and housing standards required by law..." I find that the tenant cannot be held responsible for the "inspection of electrical," therefore, this aspect of the application is dismissed.

\$80.00: light bulbs (16 bulbs @ \$5.00 each): while there is no move-in condition inspection report, the move-out condition inspection report includes notations for only 13 light bulbs needing replacement. In the absence of receipts, I find the landlord is entitled to \$32.50\*, calculated on the basis of 13 bulbs @ \$2.50 each.

\$27.99: replace fireplace grate. In the absence of a move-in condition inspection report, or any mention of a missing fireplace grate on the move-out condition inspection report, this aspect of the application is hereby dismissed.

\$160.00: labour for cleaning blinds & fireplace. While there is no move-in condition inspection report, the need for cleaning of blinds and the fireplace is noted on the move-out condition inspection report. In the absence of receipts or a breakdown of time spent, or identification of an hourly rate, I find the landlord

has established entitlement to **\$60.00\***, which is calculated on the basis of three hours' labour @ \$20.00 per hour.

[NOTE: Residential Tenancy Policy Guideline # 1 addresses "Landlord & Tenant – Responsibility for Residential Premises," and provides under the heading, 'Internal Window Coverings,' that "The tenant is expected to leave the internal window coverings clean when he or she vacates."]

**\$20.00: paint & labour to repair stove chip.** While there is no move-in condition inspection report, the stove chip is identified on the move-out condition inspection report. Further, a document submitted in evidence shows that when the stove was delivered to the unit during the term of the tenancy, it was "Damage Free." However, there are no receipts accompanying this aspect of the claim and, accordingly, the landlord's entitlement is limited to **\$5.00\***.

**\$50.00\*: filing fee.** As the landlord has achieved some success in this application, I find that she is entitled to recovery of the filing fee.

As for the monetary order, therefore, I find that the landlord has established a claim of **\$1,600.14**. I order that the landlord retain the security deposit and pet damage deposit in the combined amount of \$1,250.00, plus combined interest of \$28.20 (total: \$1278.20) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$321.94\*** (\$1,600.14 - \$1,278.20).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$321.94**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

**DATE: April 30, 2010**

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Dispute Resolution Officer

