

Decision

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided by the Landlord 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 for damage to the rental unit, and if so, in what amount?

Background and Evidence

Facts on which the parties agree:

The parties entered into a tenancy agreement on September 4, 2008. The tenancy began on September 15, 2008. The Tenants paid a security deposit in the amount of \$510.00 on October 15, 2008, together with a key deposit fee in the amount of \$100.00.

The Tenants provided the Landlord with written notice to end the tenancy on October 28, 2009, effective November 30, 2009.

The Landlord's agent gave the following testimony:

The Landlord's agent testified that the Tenants did not clean the rental unit at the end of the tenancy and left behind: a truck in the parking lot; some dishes in the kitchen cupboards; and garbage on the bedroom floor and on the balcony deck.

The Landlord's agent testified that the Tenants had agreed to perform the move-out inspection report on November 28, 2009, at 6:00 p.m., but the Tenants did not attend at the inspection. The Landlord's agent testified that she performed the move-out inspection on her own.

The Landlord's agent stated that the Tenants affixed a heavy mirror on the bedroom wall and thereby caused damage to the wall. The Landlord's agent stated that the Tenants damaged a bi-fold door, bedroom door and bedroom door knob, which had to be replaced.

The Landlord initially applied for costs to replace two keys, however, during the hearing, the Landlord's agent stated that only one key was missing to the front door.

The Landlord's agent testified that the Tenants changed the deadbolt to the front door without the Landlord's permission and did not provide the Landlord with keys to the deadbolt

The Landlord is claiming damages as follows:

Description	Amount claimed
Cleaning the rental unit (10 hours@ \$25.00 per hour)	\$250.00
Repairing holes in bedroom walls	\$50.00
Shampooing carpets	\$103.00
Replacing bi-fold door	\$75.00
Replacing bedroom door	\$150.00
Replacing door knob on bedroom door	\$35.00
Replacing 1 key @\$50.00 each	\$50.00
Replacing dead bolt	\$25.00
Garbage removal fee	\$25.00
TOTAL AMOUNT CLAIMED	\$763.00

The Tenant gave the following testimony:

The Tenant testified that she was admitted to the hospital on November 25, 2009. The Tenant stated that her husband called the Landlord's agent and left a voice mail that he could not attend the move-out inspection because his wife was in the hospital.

The Tenant testified that the bi-fold door and bedroom door were damaged by the movers, and that the Tenants had been compensated for the damage.

The Tenant agreed that the rental unit was not cleaned and the carpets were not shampooed at the end of the tenancy, due to her illness.

The Tenant testified that she used to live in a different suite in the rental property. She stated that she had asked an agent of the Landlord what he was going to do with a mirror that was in their previous suite, and if she could have it. He said she could. He removed the mirror from the wall of her previous suite, and gave the Tenant the hardware to mount it on the wall of the rental unit. The Tenant stated that she was not charged for repairing the holes left in her previous suite, caused by the removal of the mirror. The Tenant submitted that she had the Landlord's permission to install the mirror and the Tenants should not have to pay for the removal of the mirror and filling the holes left on the bedroom wall that resulted from the installation of the mirror.

The Tenant testified that the deadbolt was changed with the caretaker's permission, because the Landlord's agent was letting herself into their suite without their knowledge or consent. The Tenant stated that three front door keys, three keys to the rental unit and one mail box key were delivered to the Landlord's mail box on November 26, 2009.

Analysis

The Landlord provided a copy of an invoice for cleaning and repairs in evidence. The Tenant did not dispute that the Landlord's claim with respect to cleaning the rental unit, shampooing the carpets, replacing the damaged doors and removing the garbage. Therefore, I allow the Landlord's claim with respect to those items.

I find that the Landlord has not proven her claim with respect to the damaged walls from the installation of the mirror. The Condition Inspection Report provided in evidence indicates that the Tenants left the mirror in the bedroom of the rental unit. I find it likely on the balance of probabilities that the Tenant had the permission of an agent of the Landlord to install the mirror in the bedroom.

Based on the testimony of both parties, I find that the Tenants replaced the deadbolt and did not provide a key to the Landlord, contrary to the provisions of Section 31(3) of the Act. The Tenants did not have permission in writing of the Landlord to change the deadbolt, nor did they have an order of the Director to do so. Therefore, I allow the Landlord's claim for the cost of replacing the deadbolt.

The Tenant testified that the Tenants were unable to attend at the move-out inspection because she was hospitalized on November 25, 2009. The move-out inspection was scheduled for 6:00 p.m. on November 28, 2009. The *Residential Tenancy Regulation* allows for agents to perform inspections, and I find that the Tenants had 3 days to make those arrangements, or to ask the Landlord for an alternate date. The Landlord's agent completed the move-out Condition Inspection Report on her own, as is required by the Act. The Condition Inspection Report clearly indicates that the Tenants did not return any of the keys at the time the Inspection took place, but that the Tenants returned all but one of the keys "late Sat p.m.". Saturday was November 28, 2009. I find on the balance of probabilities that the Landlord received all but one key from the Tenant, and I allow the Landlord's claim for replacing the Medico key in the amount of \$50.00.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit, together with accrued interest, towards partial satisfaction of its monetary award. Interest has accrued on the security deposit in the amount of \$1.63.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

The Landlord has established a monetary claim as follows:

Cleaning the rental unit (10 hours@ \$25.00 per hour)	\$250.00
Replacing one key	\$50.00
Shampooing carpets	\$103.00
Replacing bi-fold door	\$75.00
Replacing bedroom door	\$150.00
Replacing door knob on bedroom door	\$35.00
Replacing dead bolt	\$25.00
Garbage removal fee	\$25.00
Recovery of filing fee	\$50.00
Subtotal	<u>\$763.00</u>
Less set off of key deposit, security deposit and interest on security deposit	<u>-\$611.63</u>
Balance owed to the Landlord after set-off	\$151.37

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$151.37 against the Tenants. 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: May 6, 2010