

## **DECISION**

Dispute Codes      MNR, MNSD, MND, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlords and the tenants.

The landlord submitted that the tenants had not provided an accurate address for service. During the hearing the tenants provided the female tenant's mother's address their address for service of documents.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage to the rental unit; for compensation for damages or loss under the *Act*; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed that the tenancy began in October 2008 as a month to month tenancy for a monthly rent in the amount of \$1,200.00 due on the 1<sup>st</sup> of the month with a security deposit of \$200.00 paid.

The landlord submitted the following documents into evidence:

- A copy of hand written document signed by the tenants that the landlord has called a tenancy agreement. This document lists the dispute address; who will be living in the address; how many vehicles are allowed; that rent is due on the 1<sup>st</sup> of the month; the house and yard must be maintained; the landlord will give two months notice if sold; renters are responsible for utilities; a damage deposit of \$200.00; and a requirement of the tenants to contact the landlord of any structural damage. The document is not dated or signed by the landlord, does not indicate a start date of the tenancy or any other of the standard terms required by the *Act*.
- An statement of the claim for cleaning and garbage disposal;
- Copies of receipts for cleaning supplies and rental of carpet cleaner; garbage disposal fees;
- A copy of a water utility bill;

- Copies of rent receipts showing mostly partial payment of rent for the period of June 1, 2009 to August 31, 2009 and a summary of the rent owed;
- A copy of a letter from the tenants to the landlord dated October 3, 2009 acknowledging the debt for the outstanding rent and water utility in the amount of \$3,747.10 and a payment plan of \$150.00 per month; and
- 11 photographs of interior and exterior portions of the residential property; shed and garage.

The tenants acknowledged in the hearing that they did write the letter dated October 3, 2009 and confirm they accept the amount owed for rent and utilities. The tenants also acknowledge that the photographs of the front of the house showing the cigarettes on the ground and under the sink are accurate and they do not dispute these matters.

The tenants did testify that many of the items shown in the shed and garage were there when they moved in, including the box spring and mattress; the child's bicycle; the pool table. The tenants also state the bathroom wall and floor were in that condition at move in and that they had not seen the stain in carpet in the bedroom before moving out. The tenants testified that they did clean the carpets with their own carpet cleaner.

The tenants further testified that they had moved the stove, clothes washer and dryer out to the shed during the tenancy and had moved in their own stove, clothes washer and dryer. They also noted that when they moved out they left their stove in the house but removed their washer and dryer and left all of the landlord's appliances (stove, clothes washer and dryer) in the garage/shed.

The landlord confirmed that no move in condition inspection was completed at the start of the tenancy and that the tenants were suppose to attend a move out inspection a week after the end of the tenancy. The tenants testified they did not attend as they were intimidated by the landlords.

The landlord disputes the tenant's claim that the garage and shed contained anything prior to them moving in to the residential property.

### Analysis

In the case of verbal agreements about the condition of a rental unit at the start and end of a tenancy, I find that where verbal terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be relied upon as accurate. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes.

Section 37 of the *Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

From the photographic evidence submitted and based on the tenant's confirmation that some of the more obvious cleaning (garbage under the kitchen sink, cigarettes on the ground, and the base of the hot water tank) of the property was not completed, I find the tenants did not comply with Section 37.

In relation to the carpet stain in the bedroom, although the tenants testified they had cleaned the carpet with their own carpet cleaner they failed to provide evidence to support this testimony.

During the hearing I had asked for clarification regarding the landlord's claim for the cost of replacement keys but upon review of the dollar amount of the landlord's claim, I note the landlord did not include this amount in the total calculation of the claim.

I find all other expenses noted in the landlord's claim to be reasonable and warranted.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4072.45** comprised of \$3,747.10 rent owed, \$275.35 for cleaning and garbage removal and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$200.75 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3871.70**. This order must be served on the tenants and may be filed in the Provincial Court (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: April 15, 2010.

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Dispute Resolution Officer