

## **DECISION**

**Dispute Codes** OPR, MNR, MND, MNSD, FF

### **Introduction**

This matter was originally filed under the provisions of Section 55(4) of the Act, as a Direct Request Proceeding. The Landlords had applied for an Order of Possession and to recover the filing fee from the Tenants for the cost of the application. The proceeding took place on April 20, 2010 and the Dispute Resolution Officer adjourned the matter to a participatory Hearing.

On May 6, 2010, the Landlords amended their Application for Dispute Resolution to include an application for a Monetary Order for unpaid rent and damages to the rental property; and to apply the security deposit towards partial satisfaction of the monetary award.

I reviewed the documentary evidence provided prior to the Hearing. The parties gave affirmed testimony and the matter proceeded on its merits.

### **Preliminary Matter**

At the outset of the Hearing, it was determined that the Tenants moved out of the rental unit on April 15, 2010 as a result of the Landlords issuing a 10 day Notice to end the tenancy for unpaid rent. Therefore, the Landlords' application for an Order of Possession is dismissed.

### **Issues to be Determined:**

- Are the Landlords entitled to a monetary award for unpaid rent for the months of March and April, 2010, in the total amount of \$1,110.00?
- Are the Landlords entitled to a monetary award for damage to the rental unit, and if so, in what amount?

## **Background and Evidence**

The tenancy started on June 1, 2009. Monthly rent was \$850.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$425.00 on May 22, 2009. There was a move-in Condition Inspection Report done on May 30, 2009. A copy of the Condition Inspection Report was entered in evidence.

The Landlord testified that the Tenants did not leave the rental unit in a clean condition, and left garbage at the rental unit. The Landlord testified that the Tenants damaged the laminate floors in the rental unit. The Landlord stated that he used spare laminate flooring to repair the damage and was only seeking compensation for his labour in replacing the damaged laminate. The Landlord testified that the Tenants damaged two blinds in the living room, and two lights in the kitchen and hallway, which had to be replaced.

The Landlords are seeking a monetary award for the following:

Balance of rent owing for the month of March, 2010	\$260.00
Unpaid rent for the month of April, 2010	\$850.00
Compensation for taking the Tenant's garbage to the dump (dump fees: \$19.75 and one hour labour @\$15.00)	\$34.75
Landlords' labour to repair laminate floors (4 hours @ \$15.00)	\$60.00
Cost of replacing damaged blinds	\$29.94
Cost of replacing two lights	\$16.19
Landlord's labour for general cleaning of the rental unit (4 hours \$15.00)	\$60.00
Landlord's labour for cleaning the stove, dishwasher, fridge, washer and dryer (3 hours @ \$15.00)	<u>\$45.00</u>
<b>TOTAL MONETARY CLAIM</b>	<b>\$1,355.88</b>

The Tenants agreed that they only paid partial rent for the month of March, 2010, in the amount of \$590.00, and that they did not pay any rent for the month of April, 2010. The Tenants testified that the Landlords did not give them an opportunity to participate in a move-out inspection at the end of the tenancy. The Tenants testified that they went

back to the rental unit a week after they moved out in order to remove the garbage, but it was already gone. The Tenants stated that when they moved into the rental unit, the dishwasher was not clean; the cupboards were dirty; there was garbage underneath the sink; and the oven was dirty. The Tenants stated that they had dusted the rental unit, but had not done any other cleaning before moving out. The Tenants stated that there were some scratches on the laminate floor, but that it was reasonable wear and tear. The Tenants denied damaging the blinds or the lights. The Tenants questioned the legality of the Notice to End Tenancy and stated that they paid an extra \$200.00 at the beginning of the tenancy so they could end the tenancy whenever they wanted to.

The Landlord replied that the Tenants moved before he could arrange a move-out inspection. He stated that the Tenants left the keys in the mail box after calling the Landlord on April 15, 2010, and leaving a message on his answering machine that they had moved out. He stated that he had attempted to call the Tenants to make arrangements to meet for the move-out inspection, but the Tenants did not answer the phone and there was no option to leave a message. The Landlord testified that the Tenants did not pay an additional \$200.00 at the beginning of the tenancy, and did not pay any additional funds at the end of the tenancy.

### **Analysis**

The Tenants agreed that they did not pay \$290.00 of March's rent, or any of April's rent. The Tenants provided no corroborating evidence to support their statement that they paid an additional \$200.00 at the beginning of the tenancy. Therefore, I find that the Landlords have established their claim with respect to unpaid rent in the amount of \$1110.00.

The Tenants agreed that they left garbage at the rental unit and that they did not clean the rental unit at the end of the tenancy. The move-in Condition Inspection Report, which was signed by the female Tenant, indicated that the rental unit was clean at the time the Tenants moved in. Therefore, I find that the Landlords have established their

monetary claim in the amount of \$34.75 for disposal of the Tenants' garbage and \$105.00 for general cleaning and cleaning of the appliances.

The Tenants disputed the Landlords' claim with respect to the damaged blinds, laminate floors and lights. The Landlords did not provide documentary evidence in support of their claim with respect to these items (i.e. photographs taken at the end of the tenancy). Therefore, I find that the Landlords have not provided sufficient evidence to prove their claim for these items.

The Landlords have been largely successful in their application and are entitled to recover the cost of the filing fee from the Tenants.

Further to the provisions of Section 72 of the Act, the Landlords may apply the security deposit towards their monetary award. No interest has accrued on the security deposit.

I hereby provide the Landlords with a Monetary Order against the Tenants, calculated as follows:

Balance of rent owing for the month of March, 2010	\$260.00
Unpaid rent for the month of April, 2010	\$850.00
Compensation for taking the Tenant's garbage to the dump (dump fees: \$19.75 and one hour labour @\$15.00)	\$34.75
Landlord's labour for general cleaning of the rental unit (4 hours \$15.00)	\$60.00
Landlord's labour for cleaning the stove, dishwasher, fridge, washer and dryer (3 hours @ \$15.00)	\$45.00
Recovery of the filing fee	\$50.00
Less set-off of security deposit held by Landlord	<u>-\$425.00</u>
TOTAL DUE TO LANDLORD AFTER SET-OFF	\$874.75

### **Conclusion**

The Landlords' application for an Order of Possession is dismissed.

I hereby grant the Landlords a Monetary Order in the amount of \$874.75 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: June 16, 2010