

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is an application for a monetary order for \$3804.60, a requester retain the full security deposit towards the claim, and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicants testified that:

- The tenants had unauthorized dogs in the rental unit and at the end of the tenancy the carpets in the rental unit were badly stained and needed to be replaced.
- The dogs also damage the baseboards and sills in the rental unit and those had to be repaired and repainted.
- They had to re-key the locks on the rental unit because the tenants did not return them at the end of the tenancy.
- They also lost the full rental revenue for the month of March 2010, because the tenants failed to give proper Notice to End Tenancy and also because the unit could not be occupied until the carpets were replaced.

- The tenants had given notice that they were moving out of the rental unit on March 15, 2010 however on March 26, 2010 they found out from the concierge at the building that the tenants had already vacated on February 20, 2010, and therefore they felt it was their right to take possession of the rental unit at that time.

The applicants are therefore requesting a reduced claim as follows:

cost of new carpets	\$1102.97
Repair and repainted woodwork	\$28.45
Locksmith charges	\$81.38
Key replacement	\$6.01
Lost March 2010 rental revenue	\$1350.00
Filing fee	\$50.00
Total	\$2718.81

The respondent's testified that:

- Their rent was fully paid up to the end of February 2010.
- They had given verbal notice to the landlord, and notice by e-mail that they would be vacating rental unit on March 15, 2010.
- They physically vacated the rental unit on February 20, 2010 fully intending to return to repair any damages.
- Even though their rent was paid to the end of February 2010 and their notice to end tenancy was for March 15, 2010, the landlords informed them by e-mail that they were no longer allowed to enter the rental unit and therefore they were not able to access the unit to complete any repairs that may have been required.
- They left the rental unit clean and they believe the landlord must've put something on the carpets to make the stains that are in the photos, as they did not leave them in that condition.
- They had fully intended to pay the rent up until March 15, 2010 however; when the landlords informed them they could no longer enter the rental unit, they decided to not pay any rent for March 2010.

The respondent is therefore requested the landlords application be dismissed in full and that there security deposit be returned.

Analysis

It is my decision that I will allow a portion of the landlords claim.

It is my finding that the tenants did leave the carpets in this rental unit damaged beyond repair and therefore I allow the landlords claim for carpet replacement, and labour to remove the damage carpets.

I do not accept the tenants claim that the landlords must have stained the carpets after they vacated.

I also find it unlikely that the tenants would have replaced the carpets even if the landlord had not denied access, as they are denying that they left the carpets in poor condition.

I also allow the landlords claim for the locksmith charges and the extra key, because the tenants did not return the keys until March 17, 2010 which was passed the date at which they had originally intended to vacate.

I will also allow the landlords request for the filing fee, as I have allowed a substantial portion of the landlords claim.

I deny the remainder of the landlords claim, because the landlords admitted that they denied access to the tenants once they found the rental unit empty and therefore the tenants did not have a chance to do any further repairs, and since access was denied it is my decision they are not liable for any further rent.

The landlord seemed to think they had the right to take possession of the rental unit just because the tenants had physically vacated however they did not have the right to take possession without first obtaining an Order of Possession. The tenants had paid their rent to the end of February 2010 and had stated that it was their intention to vacate on March 15, 2010, and therefore the landlords should not have taken possession.

Conclusion

I have allowed \$1340.36 of the claim. I therefore order that the landlord(s) may retain the full security deposit:

\$675.00

I further Order that the Respondent(s) pay to the applicants the following amount:

\$665.36

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: July 20, 2010.

Dispute Resolution Officer