

## **Decision**

**Dispute Codes:** OPL, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

As the tenants have vacated the unit, the landlord withdrew the aspect of his application concerning an order of possession.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenants did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on February 1, 2009. At the outset of tenancy, rent in the amount of \$875.00 was payable in advance on the first day of each month. At some point later in the tenancy the parties agreed that rent would be paid by way of two installments, one for half the monthly rent on the 1<sup>st</sup> day of the month, and the other for half the monthly rent on the 15<sup>th</sup> day of the month. A security deposit of \$437.50 was collected near the start of tenancy.

Pursuant to section 49 of the Act (**Landlord's notice: landlord's use of property**) the landlord issued a 2 month notice to end tenancy dated February 25, 2010. Thereafter, the tenants vacated the unit in April, returning the keys to the landlord's mailbox on or about April 27, 2010. Pursuant to section 51 of the Act (**Tenant's compensation:**

**section 49 notice**), the tenants received “the equivalent of one month’s rent payable under the tenancy agreement” for the month of April.

Despite the landlord’s issuance of two notices of final opportunity to schedule a condition inspection report for April 29 and April 30, 2010, the tenants declined to participate in a move-out condition inspection. Following the departure of the tenants the landlord found that the unit required miscellaneous cleaning, repairs and painting, all of which he considers exceeded normal wear and tear. Further, the landlord noted that the microwave oven was missing.

### **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/)

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, and provides in part:

32(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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

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, and...

The various aspects of the landlord's claim and my findings around each are set out below. These findings are based on the documentary evidence, which includes photographs, and the affirmed / undisputed testimony of the landlord.

**\$120.00\***: *labour for cleaning*, calculated on the basis of 12 hours at \$10.00 per hour. I find that the landlord has established entitlement to the full amount claimed.

**\$20.00\***: *materials and labour* related to gathering and disposal of garbage and other discarded materials. I find that the landlord has established entitlement to the full amount claimed

**\$60.00**: *paint for damaged walls*. In the absence of receipts I find that the landlord has established entitlement limited to **\$30.00\***.

**\$200.00\***: *labour for painting*, calculated on the basis of 12 hours at \$10.00 per hour. I find that the landlord has established entitlement to the full amount claimed.

**\$25.00**: *replacement of bathroom door knob*. In the absence of a receipt I find that the landlord has established entitlement limited to **\$12.50\***.

**\$30.00**: *replacement of curtain(s)*. In the absence of receipts I find that the landlord has established entitlement limited to **\$15.00\***.

**\$25.00\***: *combined cost of materials & labour* to repair large holes in the exterior fascia board. I find that the landlord has established entitlement to the full amount claimed.

**\$35.00**: *replacement of damaged toilet seat*. In the absence of a receipt I find that the landlord has established entitlement limited to **\$17.50\***.

**\$250.00**: *replacement of missing microwave oven*. In the absence of a receipt I find that the landlord has established entitlement limited to **\$50.00\***.

**\$50.00\***: *filing fee*. As the landlord has achieved some success in this application I find that he has established entitlement to the full amount claimed.

Sub-total: \$540.00

Following from the above, I find that the landlord has established a claim of \$540.00. I order that the landlord retain the security deposit of \$437.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$102.50 (\$540.00 - \$437.50).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$102.50**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: September 21, 2010

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Dispute Resolution Officer