



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

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

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent or utilities, for an order permitting the landlord to retain the security deposit in partial satisfaction of the claim, and to recover the filing fee from the tenant for the cost of this application.

Despite being served with the Landlord Application for Dispute Resolution and notice of hearing documents by registered mail on May 17, 2010, the tenant did not attend the conference call hearing.

The landlord attended the hearing, gave affirmed testimony and provided videos and other physical evidence in advance of the hearing. All evidence has been reviewed and is considered in this Decision.

### **Issues to be Decided**

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### **Background and Evidence**

This tenancy began on April 1, 2008 as a fixed term tenancy which expired on March 31, 2009 and was then renewed for another fixed term to expire on March 31, 2010. The tenancy ended on April 30, 2010. Rent in the amount of \$2,000.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. The landlord collected a security deposit from the tenant in the amount of \$1,000.00 on April 1, 2008.

A move-in condition inspection report was completed by the parties on April 14, 2008 and a move-out inspection was completed on May 4, 2010. A copy of the report was provided in advance of the hearing and contains signatures of both the landlord and the tenant at both move-in and move-out. The tenant signed the move-out portion indicating that she did not agree that the report fairly represents the condition of the rental unit, however the tenant did not attend the hearing to dispute the claims made by the landlord.

The landlord testified that the Tenancy Agreement provided for the landlord paying the first \$100.00 of each water bill, and the tenant was responsible for any amount over \$100.00. The tenant vacated the unit without paying \$224.46 of her portion of that utility. The landlord testified that he has requested payment of that amount from the tenant but no payment has been made and the landlord claims that amount from the tenant.

The landlord further testified to damages to the unit, which included:

- Carpets were not cleaned by the tenant and required cleaning for which the landlord is claiming \$200.00;
- The stove appears to have been kicked and contains a dent that rendered the appliance lop-sided and was replaced with a used stove for \$300.00, for which he claims \$75.00;

- A hole had been left in a wall which was repaired by the landlord and he claims \$25.00 for that repair;
- 4 coats of paint were required on the textured walls that could not be cleaned, for which the landlord is claiming \$250.00;
- The back door was also damaged, and a contractor was called to fix the hole, however the contractor stated that he could not fix it. The landlord bought a new door and put the hardware from the old door on it, for which he claims \$75.00;
- The tenant had left items in the back yard which the landlord had to haul to the local landfill, the lawn had been damaged, and oil spills were left in the driveway, for which the landlord claims \$100.00.

The landlord further testified that other damages appeared in the unit, for which he is not making a claim, and the videos provided in advance of the hearing support that evidence.

### **Analysis**

The *Residential Tenancy Act* requires that the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and the evidence of the landlord depicts more than reasonable wear and tear. Further, the condition inspection reports at move-in and move-out support the claims made by the landlord. In the circumstances, I find that the landlord has proved the claim.

The Tenancy Agreement signed by the parties states that the tenant is responsible for the water bill if in excess of \$100.00, and I find that the tenant has failed to pay the final water bill in the amount of \$224.46.

**Conclusion**

For the reasons set out above, I find that the landlord has established a claim for \$949.46 in damages and unpaid utilities. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the deposit and interest of \$1,000.00 in full satisfaction of the claim.

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: September 29, 2010.

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Dispute Resolution Officer