

## **DECISION**

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

### **Introduction**

A substantial amount of documentary evidence and written arguments has been submitted 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.

Only the female respondent, initials J.V., was served with notice of today's hearing, and therefore I have removed the male tenant, initials T.W. , as the respondent in the order issued.

The respondent also request an adjournment of the hearing, claiming that she had been unable to gather the required evidence for a response due to no contact order between herself and the male tenant.

I did not grant an adjournment, because is my decision that the respondent had ample time to collect evidence for today's hearing.

### **Issues(s) to be Decided**

This is a request for a monetary order for \$3060.00, and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution. The applicants are also requesting an order allowing them to keep the full security deposit of \$600.00 towards this claim.

## Background and Evidence

The applicants testified that:

- The tenant's January 2010 rent cheque went NSF and the tenants refuse to pay January 2010 rent and as a result a Notice to End Tenancy was served.
- The tenant still refused to pay the rent and instead vacated on January 20, 2010.
- As a result they have lost both the January 2010 and February 2010 rent, as the unit was not re-rented in either of those months.
- The tenants left the rental unit in need of extensive cleaning and repairs (see photos) and as a result they had to do 10 hours of cleaning, seven hours of painting and a total of five hours in garbage removal.
- When their agents attempted to collect the rent in January 2010 the tenants complained about a toilet needing repair and a mouse infestation, however they refused access to the agents to deal with the problem.
- The tenants also refused to participate in a move-out inspection.

The applicants are therefore requesting an order as follows:

January 2010 rent	\$1200.00
NSF cheque charge	\$25.00
10 hours of cleaning X \$20.00	\$200.00
Carpet cleaning	\$120.00
Painting labour 7 hours X \$20.00	\$140.00
Cost of paint	\$45.00
Labour to dispose of garbage in truck	\$20.00
Dumping charges	\$8.00
Gas	\$15.00
Disposal of large items left in house	\$80.00
Gas for truck to dispose of items	\$15.00
Filing fee for dispute resolution	\$50.00

Total	\$3118.00
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The respondent testified that:

- They decided not to pay January 2010 rent because of a major mouse infestation in the rental property, and because their electrical bills were extremely high.
- The landlords were supposed have repaired the oil heating system at the rental property and failed to do so and as a result they had the heat with electricity and in the winter months it became extremely expensive with their bills exceeding \$300.00 per month.
- Therefore when they receive the Notice to End Tenancy from the landlord they did not dispute it and instead vacated the rental unit by January 20, 2010.
- She was not personally there at the end of the tenancy, because she had moved out in December of 2009 due to the mouse infestation, and therefore she is not personally aware of the condition in which the unit was left.
- She does not believe however that the amount of garbage shown in the photographs was all left by them.
- They also had two televisions blow out while they were at the rental unit and believe it was due to electrical problems in the rental property.

In response to the tenant's testimony the landlords testified that:

- He had offered to repair the oil heating system however the male tenant had told him he was planning to heat with wood and he did not need the oil heat.
- They believe the mouse infestation was due to the large amount of garbage left around the property by the tenants and in fact when they remove the garbage they found mouse nests in the garbage.
- They also found that the mice had been entering the rental unit right beside where the tenants stored their garbage.

- Neither they nor any previous tenants have ever had any problems with mouse infestations.
- They have also never had any electrical problems, nor have any previous tenants reported electrical problems.
- The tenants did not complain about mice, electrical problems, or heating costs or even mention them to them until they failed to pay the rent in January of 2010.
- Had the tenants approach them to discuss the problems perhaps the issues could have been resolved however they were never given a chance because the tenants just refuse to pay the rent and ended up vacating.
- All the garbage in the photos was garbage that they found at the rental property after the tenants vacated.

In a final response the tenant testified that:

- “She” had never told the landlord did they did not need the oil heat, and therefore it should have been repaired even if the male tenant had said he did not need it.
- She does not believe the mouse infestation came in in the area where they had garbage stored, she believes they came in the basement door that the landlords left open, up until October when they moved out.

## Analysis

It is my decision that I allow the full amount claimed by the landlords.

The tenant has supplied no evidence to show that the landlords were ever informed of a mouse infestation problem, an electrical wiring problem, or a problem with the heating system, prior to refusing to pay the rent in January of 2010.

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Further I accept the landlords claim that the male tenant had informed them that he was planning to heat with wood and therefore the oil system did not need to be repaired.

Had the tenants really had a major problem they could have made a request to the landlord for repairs, or filed for dispute resolution through the Residential Tenancy Branch for repair order; however they did neither.

I find it very suspect that there were no complaints from the tenants until they suddenly failed to pay the January 2010 rent.

It is also my finding that the landlords have shown that the tenants left the rental unit in need of substantial cleaning, garbage removal, and interior painting, and I accept that the amount of garbage shown in the photos is accurate.

Is also my finding that the hourly amounts charged by the landlords and the amount of hours claimed, are reasonable considering the condition in which this rental unit was left.

## Conclusion

I have allowed the applicants full claim of \$3118.00. The applicants may therefore retain the full security deposit of \$600.00 towards this claim and have issued an order for the respondent to pay \$2518.00 to the applicants.

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: October 08, 2010.

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Dispute Resolution Officer