



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNR, MNDC, MNSD, FF.

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of repairs, unpaid rent, replacement of appliances and the filing fee. The tenant applied for the return of double the security deposit and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order to recover the cost of repairs, appliances, unpaid rent and the filing fee? Did the tenant provide the landlord with his forwarding address in writing? Is the tenant entitled to the return of double his security deposit and the filing fee?

Background and Evidence

The tenancy started on September 15, 2008. The tenant moved out on May 09, 2010. The rent was \$1,800.00, due on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$900.00.

On April 15, 2010, the tenant served the landlord with notice to end the tenancy effective May 15, 2010. The tenant did not pay rent on May 01 and the landlord made several attempts to contact him without success.

Earlier, the landlord had given the tenants a good reference and was able to locate the tenants, based on the phone call that the new landlord made to him. Upon visiting the tenants at their new rental unit, on May 11, they informed him that they had moved out on May 09, and had left a key on the top of the back door frame. The landlord enquired about the outstanding water bill, the unpaid rent for May and an appointment to conduct a move out inspection. The tenant responded by saying that he had already cleaned the unit and had no intentions of going back. In addition he told the landlord that he could keep the security deposit as rent for half of May.

The landlord went to the rental unit and found a single key in the spot the tenant had described. Upon entering the unit, the landlord found the unit left in a dirty condition without any lights or light fixtures. In addition the walls were damaged and the appliances were missing. The connections to the washer leaked water as the appliances had been removed thereby flooding the laundry area.

The landlord returned to the tenant's new home to ask about the appliances and to report the condition of the unit. The tenant stated that he had done all the cleaning that he was going to do and that maybe someone broke in and stole the appliances. The landlord called the police to document the missing appliances and the fact that there were no signs of a break in.

The tenant stated that the landlord had altered the tenancy agreement and that certain items were added on. The tenant filed two agreements which she labelled "original" and "forged". The portion of the agreement that was relevant to the landlord's claim was the same on both copies. This portion confirmed that the landlord had supplied all the appliances and that the tenant was responsible for the cost of water, heat and electricity.

The landlord stated that the tenant did not pay the water bill, took the appliances, took a vanity mirror, damaged the walls, removed the light fixtures and left the unit in a dirty condition. The landlord has filed evidence to support his claim by way of photographs, receipts and other printed material.

The landlord is claiming the following:

1.	Cost of water for January 01, 2009 to April 30, 2010	\$975.23
2.	Rent for May 01 – May 15, 2010	\$900.00
3.	Two refrigerators and one stove	\$1,342.88
4.	Dishwasher	\$224.00
5.	Washer and dryer	\$300.00
6.	Vanity Mirror	\$33.60
7.	Clean Up	\$400.00
8.	Replace Carpet	\$900.00
9.	Repaint and fill holes in wall	\$1,100.00
10.	3 missing light fixtures	\$200.00
	Total	\$6,375.71

The tenant stated that the cost of water was included in the tenancy agreement and that the landlord did not present her with bills until May of 2010. The tenant also argued that the security deposit would cover rent for half of May and therefore he did not owe the landlord any rent. The tenants maintain that they did not take the appliances and that the appliances were probably stolen after they moved out. The tenant agreed that he took the vanity mirror but disputed having to cover the cost of the carpet, painting and the missing light fixtures. The tenant is claiming the return of double his security deposit.

Analysis

Landlord's application:

1. Cost of water

As per the tenancy agreement signed by both parties, the cost of water is not included in the rent. Therefore I find that the tenant is responsible for the water bills for the term of the tenancy. The landlord has filed evidence to support his monetary claim and accordingly the tenant must pay \$975.23.

2. Rent for May 01 - May 15, 2010.

The tenant moved out on May 09, 2010 after giving the landlord notice to end tenancy on April 15, 2010. The landlord is therefore entitled to rent, for the whole month of May. However, the landlord has applied for rent for just half the month of May. Accordingly, I find that he is entitled to his claim of \$900.00.

3. Two refrigerators and one stove.

Based on the testimony of both parties, the tenant moved out without giving the landlord the key. When the landlord visited the unit after the tenant told him where to find the key, the appliances were missing. Since the tenant had possession of the unit, I find that he is responsible for the replacement of all the appliances that were missing.

The landlord has filed evidence to confirm that new appliances were installed at the time the tenancy started. Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the appliances. As per this policy, the useful life of a refrigerator and a stove is 15 years. The tenancy lasted for 20 months and based on the useful life of 180 months, at the time the tenancy ended the two refrigerators and the one stove had approximately 160 months of useful life left. Therefore the landlord is entitled to \$1,193.60 which is the prorated value of the remainder of the useful life of these three appliances.

4. Dishwasher

Based on section 37 as above, I find that the landlord is entitled to \$198.40.

5. Washer and Dryer

Based on section 37 as above, I find that the landlord is entitled to \$265.60.

6. Missing Vanity Mirror

The tenant agreed that she took the mirror and therefore owes the landlord \$33.60.

7. Clean up

Based on the photographs filed by the landlord I find that he is entitled to \$400.00 for the cost of cleaning the rental unit.

8. Replace carpet

The landlord did not know how old the carpet was as he had purchased the home just prior to the tenant's moving in. I am unable to determine whether the carpet had outlived its useful life. Therefore for lack of adequate evidence, the landlord must bear the cost of replacing the carpet.

9. Repaint and fix holes in the walls

The tenant agreed that she made some holes in the walls and that the basement was painted at the start of the tenancy. Therefore I will award the landlord a portion of his claim to repaint and fill the holes. I find that the landlord is entitled to \$500.00.

10. Missing light fixtures

The landlord did not provide adequate evidence to support his claim. The tenant denied taking light fixtures belonging to the landlord. Therefore the landlord's claim of \$200.00 is dismissed.

The landlord has proven the majority of his claim and is therefore entitled to the filing fee of \$100.00.

Tenant's Application:

The tenant did not provide her forwarding address to the landlord in writing. The landlord was compliant with Section 38 of the *Residential Tenancy Act*, by applying to retain the security deposit within 15 days of the end of the tenancy. Therefore the tenant is not entitled to double the return of the security deposit. However, the tenant is entitled to the return of the base amount of the security deposit.

Overall the landlord has established a claim as follows:

1.	Cost of water for January 01, 2009 to April 30, 2010	\$975.23
2.	Rent for May 01 – May 15, 2010	\$900.00
3.	Two refrigerators and one stove	\$1,193.60
4.	Dishwasher	\$198.40
5.	Washer and dryer	\$265.60
6.	Vanity Mirror	\$33.60
7.	Clean Up	\$400.00
8.	Replace Carpet	\$0.00
9.	Repaint and fill holes in wall	\$500.00
10.	3 missing light fixtures	\$0.00
11.	Filing fee	\$100.00
	Total	\$4,566.43

I order that the landlord retain the security deposit of \$900.00 and interest of \$4.17 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,662.26. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$3,662.26**.

The tenant has not proven her claim for double the security deposit and must bear the cost of filing her own application.

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 20, 2010.

Dispute Resolution Officer