



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for monetary orders for unpaid rent, for damages to the rental unit, for compensation under the Act and the tenancy agreement, to retain the security and pet deposits in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

The parties signed a tenancy agreement on February 1, 2009, with the tenancy starting on that date. The tenancy agreement also included an addendum signed by the parties at that time. The monthly rent was \$800.00, payable on the first day of the month. The Tenants also paid a security deposit of \$400.00 and a pet damage deposit of \$400.00. Following an earlier hearing which was resolved by mutual agreement, the Tenants vacated the rental unit on May 15, 2010.

The Landlords are claiming they have incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants when they vacated.

The Landlord claims as follows:

a.	Non-payment of rent for May 2010	800.00
c.	Damage to walls	350.00
d.	Damage to floors	500.00
e.	Damaged doors due to dog	150.00
f.	Cleaning \$15.00 per hour for 10 hours	150.00
g.	Nails/screws in cupboard, drywall damage kitchen	45.00
h.	Cleaning repair of curtains	32.37
i.	Drywall damage in laundry and cable outlet	50.00
j.	Broken heat register & toilet seat	25.00
k.	Damage to gutter	20.00
l.	Exterior damage to door and siding by dog	139.99
m.	Shed roof & tarp, screws in siding	41.99
n.	Dump fees	71.20
o.	Screen door repairs	55.00
p.	Damaged doors (used for fence)	100.00
q.	Window trim repairs	146.85
r.	Heating oil and start up	250.00
s.	Filing fee	50.00
	Total claimed	\$3,777.40

The Landlords and Tenants had performed incoming and outgoing condition inspection reports, although the Tenants refused to sign the outgoing report.

The evidence of the Landlords, which included photographs, receipts and testimony, was that the Tenants had a dog which scratched walls and doors, and had damaged the screen doors. The Landlords also allege the Tenants damaged the kitchen floor with cigarette burns and scratched hardwood floors elsewhere in the unit.

The Landlords further allege the Tenants damaged drywall with nails, screws and holes, one of which was for a cable TV outlet, and nailed plywood to the gutter and constructed a fence using doors the Landlords had stored at the property. The Tenants also damaged window trim, a toilet seat, a heat register and the roof of a shed.

The Landlords also allege the Tenants failed to heat the rental unit using oil, which was a condition of the Tenancy Agreement and the addendum. The Landlords had to pay to replace oil and have the oil furnace and tank started up again, as the Tenants ran the tank dry.

The Landlords claim for an extra month of rent as they allege that due to the condition the Tenants left the rental unit in, they had to clean and do repairs prior to re-renting.

The Tenant who appeared at the hearing agreed she did not do much of the cleaning as alleged, that they damaged the heat register, and that they nailed a tarp over the shed roof because it was leaking.

The Tenant also agreed that a piece of plywood had been nailed to the gutter to stop dripping and that they used the Landlords' doors to put a fence up. The Tenant testified she was told by the police that the Tenants could use anything the Landlords left behind at the rental unit and this is why they used the doors. The Tenant also agreed that they owe the Landlords \$100.00 for heating oil, but should not pay for the start up costs when the tank went dry.

The Tenant also alleged that the rental unit had a break in after they vacated and that some of this damage must be attributed to the break in.

In reply, the Landlords agree there was a break in after the Tenants vacated, although the damages they are alleging against the Tenants was done before the break in, and this is indicated on the outgoing condition inspection report.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenants breached the Act when they did not clean the unit, or make necessary repairs, or use oil to heat the unit and this has caused losses to the Landlords.

Furthermore, I find that due to the condition the rental unit was left in by the Tenants, the Landlords suffered a loss of rent for one month during the cleanup and repairs.

Therefore, I find that the breaches of the Act by the Tenants have caused the Landlords to suffer a loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$3,777.40** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposits of **\$800.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$2,977.40**

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: November 16, 2010.

Dispute Resolution Officer