



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPB, MNR, MNSD, MNDC, FF, O

Introduction

This hearing dealt with an application by the landlord that the tenant has breached an agreement, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss, other and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This 12 month fixed term tenancy started March 1, 2010 with monthly rent of \$1295.00, the tenants paid a security deposit of \$647.50. On October 7, 2010 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent. On October 14, 2010 the tenants and landlord signed a Mutual Agreement to End Tenancy with a vacate date of November 30, 2010.

The landlord's agent testified that the tenant currently owes the landlord \$1295.00 in unpaid rent, \$240.46 in unpaid utilities, \$200.00 in strata fines, \$180.89 in cleaning costs and \$2297.69 in damages for a total of \$4014.04. The landlord's agent stated that he was advised by the tenant on November 26 during an inspection that upon vacating the suite the tenants would not be cleaning the rental unit.

Unpaid rent	\$1295.00
Unpaid utilities	\$240.46
Cleaning products	\$180.89
Rekey entry door/mail box	\$47.99
Replace broken closet track	\$12.60
Replace fan remote	\$67.18

Residential Tenancy Branch
Ministry of Housing and Social Development

Fan remote battery	\$7.27
Replace lightbulbs/supplies to unclog toilet	\$45.73
Refinish hardwood floor	\$2116.80
Total	4014.04

Photographic evidence submitted by the landlord's agent shows the condition of the major appliances, bathroom and floors upon vacancy by the tenant and it is apparent that the tenants did not take any steps towards cleaning the unit.

The landlord's agent stated that the hardwood floors had marks all over them from the tenant's high heel shoes and from dragging furniture across the floors and that because of this the floors required re-finishing. It was clarified in this hearing by the landlord's agent that the hardwood floors are comprised of pine and douglas fir.

The landlord's agent has submitted into evidence, receipts for all cleaning supplies, goods purchased and work completed. It should be noted that the floors have not yet been refinished and the amount of \$2116.80 is an estimate for re-finishing the floors.

The landlord's agent testified that there were no strata fines levied on the tenants and this portion of the application is withdrawn.

The landlord's agent stated that upon vacating the rental unit the tenants avoided all contact with the landlord's agent, provided no information regarding where or how to contact them and declined any opportunities to make themselves available for a move out inspection.

Analysis

Residential Tenancy Policy Guideline

1. Landlord & Tenant – Responsibility for Residential Premises

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

Policy Guideline 1 also speaks to the tenant's responsibility regarding the cleaning of major appliances, light bulbs and fuses, security and keys. The complete text of Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises may be found at <http://www.rto.gov.bc.ca/documents/GL01.pdf>.

Residential Tenancy Act

Section 35 Condition inspection: end of tenancy

(1) The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit

(a) on or after the day the tenant ceases to occupy the rental unit, or

(b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or

(b) the tenant has abandoned the rental unit.

Based on the documentary evidence and undisputed testimony of the landlord's agent, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to an monetary order for unpaid rent and utilities, cleaning and damages.

As the floors in the rental unit are a mixture of pine and douglas fir which are both very soft woods, these floor with normal wear and tear would most likely incur dents and marks which are inherent to the nature of this soft wood. I do not find it reasonable that the landlord be reimbursed to refinish the floors however a monetary claim for cleaning and buffing the floors will be awarded.

I find that the landlord has established a monetary claim for the following:

Unpaid rent	\$1295.00
Unpaid utilities	\$240.46
Cleaning	\$180.89
Rekey entry door/mail box	\$47.99
Replace broken closet track	\$12.60
Replace fan remote	\$67.18
Fan remote battery	\$7.27
Replace lightbulbs/supplies to unclog toilet	\$45.73
Clean and buff hardwood floor	\$250.00
Total	\$2147.12



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2147.12 in unpaid rent, utilities, cleaning and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's \$647.50 security deposit in partial satisfaction of the claim and I grant the landlord an monetary order under section 67 for the balance due of **\$1549.62** ($\$2147.12 + \$50.00 = \$2197.12 - \$647.50 = \1549.62)

A monetary order in the amount of **\$1549.62** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: December 15, 2010

Dispute Resolution Officer