



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the landlord seeking monetary relief from the tenant due to cleaning and damage to the rental unit.

The landlord stated the tenant was served with notice of this proceeding by registered mail on July 26, 2010. The landlord provided evidence that the address used for service was an address provided by the tenant. The landlord also provided the tenant with a copy of the documentary evidence in support of this claim by registered mail on December 6, 2010.

The landlord questioned whether there was any personal or family relationship between the Dispute Resolution Officer and the tenant. I confirmed that having the same last name as the tenant was purely a coincidence.

Issue(s) to be Decided

Has the tenant breached the tenancy agreement, *Act*, or regulations entitling the landlord to monetary relief?

Background and Evidence

This tenancy began on November 6, 2009 for a fixed term ending on May 31, 2010. The monthly rent was \$680.00 and the tenant paid a security deposit of \$340.00 on November 5, 2009. The parties completed a written move in condition inspection report of the rental unit at the start of the tenancy.

The landlord stated that all tenants are told at the start of each tenancy to not tamper with the radiators in the rental units. All heat is included in the rent and is controlled centrally. If there is a problem tenants are told to contact the landlord.

Unfortunately, the tenant did not heed this advice and tampered with the radiator in the bedroom causing a water valve to leak. However, the tenant did not inform the landlord of the problem and several days later the landlord was informed by the occupants of the unit below that water was leaking into their kitchen. When the landlord accessed the tenant's unit they discovered that the tenant had attempted to slow the leak by placing a plastic pal and towels beneath the leak. The tenant acknowledged that he knew of the leak and did not inform the landlord of the problem.

The tenant also tampered with a radiator in the living room later in the tenancy causing a second minor leak. The landlord seeks costs related to both of these leaks.

The landlord also seeks costs related to cleaning the rental unit after the tenant vacated. The landlord submits that the tenant smoked in the rental unit, contrary to the tenancy agreement, which caused the landlord to complete more thorough cleaning. The landlord also seeks the cost to clean the carpets at the end of the tenancy.

The landlord provided copies of letters sent to the tenant respecting the leaks that occurred, copies of all invoices related to repairing the damage and receipts for all costs associated with cleaning the rental unit at the end of the tenancy. The landlord also provided the letter provided by the tenant on May 31, 2010 providing a new forwarding address and authorizing the landlord to retain the tenant's security deposit.

The landlord provided the following statement of claim:

Cost to clean the rental unit at end of tenancy	\$48.00
Cost to repair kitchen ceiling in unit below tenant due to water damage	\$126.00
Cost to repair tenant's rental unit due to water damage caused in December 2009	\$729.23
Cost to clean bedroom carpet after water damage was dried	\$63.00
Cost of plumber to fix radiator after tenant improperly used radiator	\$49.96
Recovery of \$50.00 filing fee paid for this application	\$50.00
Less tenant's security deposit of \$340.00	(\$340.00)
TOTAL OWED	\$789.19

Analysis

Based on the evidence provided by the landlord and in the absence of evidence to the contrary, I find that the tenant is responsible for the damages claimed by the landlord in this application.

I accept the evidence of the landlord that the tenant tampered with radiators in the rental unit, despite being told not to tamper with the radiators. In addition, I accept that the tenant caused the leak, but then failed to immediately notify the landlord. Instead, the landlord did not discover the problem until water began to leak into the unit below. After the first leak I find that the tenant subsequently caused another leak in April 2010 with the radiator in the living room.

I also accept the landlord's claim related to cleaning the rental unit at the end of the tenancy. The tenant had the opportunity to participate in the move out condition inspection, and could have been provided a further opportunity to return the rental unit in a clean and undamaged condition, but instead the tenant cancelled the appointment. I am satisfied that the tenant did not meet his obligations under section 32 of the *Act* and I also accept that the landlord completed additional cleaning due to the tenant's breach of the tenancy agreement by smoking in the rental unit.

I grant the landlord a monetary claim for the sum of **\$789.19**.

Conclusion

I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenants for the sum of **\$1,200.00**. This Order may be served on the tenants. This Order may be filed with the Province of British Columbia Small Claims Court 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