



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary order. The hearing was conducted by conference call. The landlord participated in the hearing as did the representative of the landlord's former property manager. The named tenant also took part in the hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a house in Chilliwack. The tenancy began in November, 2008. Monthly rent was \$1,100.00. The tenants paid a security deposit of \$550.00 on November 5, 2008. The landlord served the tenant with a one month Notice to End Tenancy for cause dated May 31, 2010. The Notice claimed that the tenants were repeatedly late paying rent. The tenants moved out of the rental unit on June 7, 2010. They did not give the landlord notice and they did not pay rent for June. The landlord has claimed rent for June and the cost of repairs and cleaning.

The landlord has claimed a monetary order in the amount of \$2,180.00 although in the documents submitted the landlord referred to a claim exceeding \$3,200.00. In the application for Dispute Resolution the landlord referred to photos that were said to be

included and showed the need for repairs. The landlord and the owner confirmed that they did not submit any photographs to substantiate the damage alleged and the amounts claimed for repairs.

The landlord claimed that the tenants damaged a work table in the house. The carpets were stained and worn. The house required major cleaning. The tenants performed improper wiring work; wires were pulled into the living room and there was improper wiring in the basement. The landlord said that the tenants kept a cat and the cat damaged the carpet and left a pervasive urine smell throughout the house.

The landlord said there were missing curtains and the screen door was broken.

The landlord submitted a handwritten list of repairs and rent owing and a more extensive typed list of charges. In addition to rent for June the landlord claimed the following amounts:

Cat Damage	Cost
Bifold door:	\$53.30
Laminate flooring:	\$500.00
Capet, boot room	\$40.30
Labour to remove and install carpet, laminate	\$475.00
Cat urine treatment	\$6.92
Total	\$1,075.52

House damage

Fan bulbs	\$3.85
Fan pull	\$4.60
Fan pull	\$3.81
Door stop hinge	\$3.92

Door stop spring	\$1.50
Mending plates	\$2.08
Curtains	\$22.40
Curtain	\$39.18
3 screens	\$45.15
Fire extinguisher	\$20.99
2 area rugs estimate	\$150.00

Total	\$297.48
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Light dimmer switch	\$2.00
Destroyed work table	\$100.00
Electrical wiring added w/o permission	\$300.00
Dent back door	\$150.00
Dent French glass door	\$120.00
Removal and dump fee	(no amount)
Missing box laminate flooring	\$25.00
Bathroom window repair	\$15.00
Nail removal and hole filling	\$10.00
Repair hole caused by door knob	\$5.00
Washing kitchen ceiling 3 hrs	\$45.00

Total	\$772.00
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The tenant testified that the work table was an old home made work bench that had been left in the rental unit. The tenants considered the table to be useless. They needed the space and moved it outside. With respect to the landlord's complaints about improper wiring the tenant said that the wiring was not electrical wiring, it was merely a cable to provide internet access.

The tenant said that the house was not in good shape when the tenancy began. She denied causing the damage complained of and pointed out that there was no condition inspection to show the condition of the house at the beginning of the tenancy.

The tenant testified that they did not have any pets and certainly not a cat. There was an orange cat that did not belong to the tenants that would come into the mud room when it had the opportunity. The landlord said that the tenants put food out for the cat in the mud room. The tenant denied this.

Analysis and Conclusion

Although the landlord said in her application that photos and receipts were included to show the landlord's claim, no photographs were provided. I was told that the property manager was unable to provide them.

There is no written condition inspection of the rental property to establish its condition when the tenants moved in. The tenants did not participate in condition inspection at the end of the tenancy. The landlord's evidence of damage is denied by the tenant. Given the paucity of evidence I am unable to find, on a balance of probabilities that many of the repairs claimed are the tenants' responsibility. There are other items that appear to be conjectural, such as a \$300.00 claim for electrical wiring added without permission when there are no invoices to support the claim and the tenant's evidence us that the wiring was nothing more than an internet cable. The onus is of course on the landlord to provide sufficient evidence to prove, on a balance of probabilities that the tenant caused damage; to show the condition of the rental unit before the tenancy and to show that the repairs are required to return the rental unit to an acceptable condition, subject to reasonable wear and tear.

I accept the landlord's testimony that the tenants were served with a Notice to End Tenancy for unpaid rent that required them to move out of the rental unit by June 30, 2010. The giving of the notice did not excuse the tenants from paying June rent and I

accept the landlord's evidence the place was not properly cleaned at the end of the tenancy and that the tenants abandoned some of their old furniture and belongings. The landlord is entitled to an award for loss of revenue in the amount of \$1,100.00, being the rent for the month of June.

The landlord submitted an account for cleaning in the amount of \$238.00. I allow that amount and I allow the further sum of \$100.00 for additional cleaning and junk removal. All other monetary claims by the landlord are dismissed as unproven. The landlord is entitled to recover the \$50.00 filing fee for the application for a total award of \$1,488.00. I order that the landlord retain the security deposit and interest of \$551.28 in partial satisfaction of the award and I grant the landlord an order under section 67 in the amount of \$936.72. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: December 17, 2010.
