



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNSD

Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1320.00, and a request to retain a security deposit towards this claim.

Background and Evidence

The applicant testified that:

- He was given an Order of Possession for this rental property however the tenants failed to fully vacate by the date required and as a result he had to call a bailiff to gain access.
- Since all keys were also not returned he had to have the locks rekeyed.
- There was extensive damage to the drywall and as a result he had to do major drywall repairs and repaint.
- The carpets were also left in need of cleaning.

- The tenants left a window in the rental unit broken and that had to be repaired, and there were screens missing.
- The tenants left a large amount of furniture and belongings behind that had to be removed.
- The tenants unplugged the fridge and failed to clean it out and as a result a significant amount of mould grew in the fridge, and it was unable to be restored to usable condition. The fridge therefore had to be replaced.
- The tenants claim that the fridge did not work and therefore he had an appliance repair person check over the fridge and the fridge was working fine.

The applicant is therefore requesting an order as follows:

Bailiff charge	\$100.00
Repaired drywall, shampoo rugs, repaint	\$400.00
Repair broken window	\$100.00
Repair window screen	\$30.00
Remove furniture	\$100.00
Replace mouldy fridge	\$500.00
Appliance repair person charge	\$60.00
Total	\$1320.00

The respondent testified that:

- He should not have to pay for a bailiff because he moved out of the rental unit by the date required, and the furniture that was left behind belonged to his roommate.
- He should not have to pay for rekeying the locks as the keys were returned a few days later.
- He did damage the wall in the bathroom and therefore does not dispute that portion of the claim.
- He does not believe he should have to pay for carpet cleaning, because his roommate's belongings were still there when he moved out.

- The landlord has already been compensated \$100.00 for the broken window in a previous dispute resolution hearing.
- He took the screens out because there was a bird that flew into the house however he does not know how they got damaged.
- The furniture belonged to his roommate and therefore he should not have to pay for removal.
- The landlord left an unusable fridge in the rental unit and therefore they unplugged it, however he does not believe they should have to pay for replacement of that fridge as they did not ask the landlord to leave it in the rental unit.
- They should also not have to pay for the appliance repair person, because again they did not ask the landlord to leave that refrigerator in the rental unit.
- The landlord has also failed to supply any receipts for all these repairs and costs he is claiming.

The respondent therefore requests that the full claim, other than the drywall repair, be dismissed.

Analysis

The security deposit has already been ordered returned in a previous hearing and therefore I make no order regarding the security deposit.

The landlord is claiming numerous costs however he has supplied no invoices or receipts to substantiate these claims, and therefore I will only allow small portion of the landlords claim.

I will allow \$200.00 for the repair of the drywall and repainting, because the tenant has admitted he caused the damage to the drywall in the bathroom. In the absence of any receipts I am not willing to allow any more than this amount for drywall and repainting.

I also allow \$100.00 for removal of the furniture, because it's obvious from the photos there was a substantial amount of furniture that had to be removed and I find \$100.00 to be a reasonable amount for the removal of that furniture. Further the respondent's claim that he should not be charged for this as it was his roommate's furniture is not a valid argument, because roommates are jointly liable for any loss or costs suffered by the landlord.

The claim for the broken window was part of a previous decision and therefore I have no authority to make any order regarding that window.

I dismissed the following portions of the claim for lack of evidence:

- bailiff charge
- re key lock
- shampoo rugs
- repair window screens
- replace mouldy fridge
- appliance repair person

I also allow \$25.00 of the filing fee claim, because I have only allow a portion of the applicants claim

Conclusion

I have issued an order for the respondents to pay \$325.00 to the applicant.

The remainder of this claim is dismissed without leave to reapply.

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: February 14, 2011.

Residential Tenancy Branch