



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes**      MND, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for an order permitting the landlord to retain all or part of the pet damage deposit or security deposit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The landlord was represented at the hearing by an agent, and called a witness, being the caretaker of the apartment complex. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on November 17, 2010 and November 19, 2010, neither tenant attended the conference call hearing. The landlord's agent and witness both gave affirmed testimony, and provided an evidence package in advance of the hearing. All evidence and testimony provided has been reviewed and is considered in this Decision.

During the course of the hearing, the landlord's agent withdrew the application for a monetary order for unpaid rent or utilities.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to retain all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

### **Background and Evidence**

This tenancy began as a fixed term tenancy on March 1, 2007, which expired on April 30, 2008 and reverted to a month-to-month tenancy thereafter. The tenancy ended on

October 31, 2010. Rent in the amount of \$1,075.00 per month was payable in advance on the 1<sup>st</sup> day of each month, and there are no rental arrears. On February 7, 2007 the landlord collected a security deposit from the tenants in the amount of \$485.00 and the landlord still holds that deposit in trust.

The landlord's agent testified that at the end of the tenancy, the suite required cleaning, for which the landlord paid \$192.00. The landlord was also required to clean windows and drapes after the tenancy ended for which the landlord paid \$50.00. The landlord's agent testified that the tenants had a cat which damaged the drapes which cost the landlord \$48.00 to repair. He further testified that the tenants painted the cabinet doors with the wrong type of paint and it peeled. The landlord claims \$60.00 for the cost of sanding and painting. She further testified that all closet doors in the unit were damaged and needed re-adjusting, for which the landlord claims \$24.00. Numerous items were left behind by the tenant, for which the landlord claims \$36.00 for removal. Also carpet cleaning is claimed in the amount of \$117.60.

In April, 2009 the tenants' daughter's boyfriend and another friend damaged the elevator. The elevator got stuck between floors while playing in the elevator. The landlord provided a copy of an incident report dated April 18, 2009 which states that around 10:55 p.m. the writer saw the two youths enter the elevator and jumped to shake the elevator. It states they made it stop between the 2<sup>nd</sup> and 3<sup>rd</sup> floors and got stuck for awhile, and that the youths were visiting tenants from suite #602. The tenants were provided with a bill in the amount of \$409.50 which the tenants did not pay prior to vacating the rental unit. A copy of the invoice was also provided in advance of the hearing as well as two requests for payment dated May 11, 2009 and June 16, 2009. The landlord's agent further testified that the tenants had overpaid rent by a few dollars each month which amounted to \$34.00 over time, and was applied to the elevator repair reducing the amount payable to \$375.50.

On November 3, 2010 the landlord's agent approached the female tenant in the lobby of the apartment complex, after she had moved out, and asked her to conduct the move-out condition inspection. The tenant complied with the request and provided her forwarding address at that time.

The landlord provided a copy of the tenancy agreement and move-in/move-out condition inspection report in advance of the hearing, as well as a carpet cleaning invoice for the amount claimed, and a copy of a single invoice in the amount of \$410.00 for suite cleaning, cleaning windows and drapes, repairing damaged drapes, sanding the kitchen cabinet doors; repairing closet doors and removal of items taken to the Salvation Army.

### **Analysis**

I have reviewed the move-in/move-out condition inspection report and find that the items claimed by the landlord are supported by that report.

The *Residential Tenancy Act* states that at the end of a tenancy the tenant is required to leave the rental unit reasonably clean and undamaged except for normal wear and tear. In the circumstances and in the absence of any evidence to the contrary, I find that the tenants did not leave the rental unit reasonably clean and undamaged and the landlord has established the claim. The landlord is also entitled to recover the \$50.00 filing fee for the cost of this application.

### **Conclusion**

For the reasons set out above, I order that the landlord retain the security deposit in the amount of \$485.00 and interest in the amount of \$13.92, and I grant the landlord a monetary order for the balance due of \$454.18. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: March 23, 2011.

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Residential Tenancy Branch