



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served on November 16 with the application for dispute resolution and notice of hearing by registered mail to the forwarding address provided by the tenant, the tenants did not participate in the conference call hearing. The landlord testified that the registered letter was returned by the post office as unclaimed.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on February 28, 2010 and ended on October 31, 2010. The tenant was obligated to pay \$1,300.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$650.00 security deposit. I address the landlord's claims and my findings around each as follows.

- [1] **Rent and NSF fee.** The landlord testified that the tenant's rent cheque for the month of October 2010 was returned by the bank for insufficient funds. The tenancy agreement provides that NSF cheques are subject to a \$25.00 fee. I accept the landlord's undisputed testimony and find that the tenant failed to pay rent in October 2010 and that his cheque was returned as NSF. I find that the landlord is entitled to recover that unpaid rent and the NSF fee and I award her \$1,325.00.
- [2] **Utilities and reconnection fees.** The landlord testified that the tenancy agreement provides that the tenant is responsible for utility payments. The tenant failed to transfer the account to his name as he had agreed to do and ignored

invoices and notices which sent to the rental unit. Natural gas was eventually disconnected. The landlord presented an invoice showing that \$333.62 in utility charges had accrued since the beginning of the tenancy and another invoice showing that she incurred a \$72.80 charge for the cost of a serviceperson to unlock the natural gas distribution and relight the pilot light. I accept the landlord's undisputed testimony and find that the tenant was obligated to pay and failed to pay utility charges totalling \$333.62 and further find that his failure to pay for natural gas resulted in the landlord having incurred \$72.80 in reconnection fees. I find that the landlord is entitled to recover these costs and I award her \$406.42.

- [3] **Lock replacement.** The landlord testified that the tenant failed to return 2 of the 5 keys he was issued and that as a result, she had to replace 2 locks at a total cost of \$20.00. I accept the landlord's undisputed testimony and find that the tenant failed to return keys which resulted in the landlord having to incur a cost of \$20.00 to replace locks. I find that the landlord is entitled to recover the cost of replacing the locks and I award the landlord \$20.00.
- [4] **Cleaning and item removal.** The landlord testified that the tenant failed to adequately clean the rental unit at the end of the tenancy and that she incurred a cost of \$180.00 which represents 12 hours of cleaning at a rate of \$15.00 per hour. The landlord further testified that the tenant failed to remove a barbeque, futon frame, baseboard pieces and tiles and that she paid \$50.00 to have those items removed from the property. I accept the landlord's undisputed testimony and I find that the tenant failed to adequately clean the rental unit or remove all his belongings. I find that the landlord is entitled to recover the cost of having the unit cleaned and having items removed and I award her \$230.00.
- [5] **Painting.** The landlord testified that a bedroom which she identified as the green room had multiple marks inside damaging the door and walls from where the tenant or his son had apparently discharged a BB gun. The tenant further testified that the ceiling in the bathroom was yellowed from cigarette smoke and the vanity was stained. The landlord testified that she spent \$75.00 for materials and labour to repaint these rooms. I accept the landlord's undisputed testimony and I find that the tenant caused damage to the walls of the green room and to the ceiling and vanity in the bathroom which went beyond what may be characterized as reasonable wear and tear. I find that the landlord is entitled to recover the cost of repainting those areas and I award her \$75.00.
- [6] **Blind replacement.** The landlord testified that in the green room, one of the blinds was broken beyond repair. The landlord testified that she spent \$15.00 replacing the blinds. I accept the landlord's undisputed testimony and I find that the tenant

damaged the blinds beyond what may be characterized as reasonable wear and tear. I find that the landlord is entitled to recover the cost of replacing the blinds and I award her \$15.00.

- [7] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

### Conclusion

In summary, the landlord has been successful in the following claims:

Rent and NSF fee	\$1,325.00
Utilities and reconnection fees	\$ 406.42
Lock replacement	\$ 20.00
Cleaning and item removal	\$ 230.00
Painting	\$ 75.00
Blind replacement	\$ 15.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$2,121.42</b>

The landlord has established a claim for \$2,121.42. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,471.42. This order may be filed in the 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: March 15, 2011

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Residential Tenancy Branch