



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNR; MNSD; MNDC; MNSD; FF; O

Introduction

This is the Landlords' application for a Monetary Order for damages to the rental unit, unpaid rent and loss of rent, to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenants.

This matter was scheduled to be heard on March 1, 2011, and was adjourned to March 30, 2011, in order to allow the Landlords to resubmit their documentary evidence to the Residential Tenancy Branch. On March 1, 2011, an Interim Decision was provided with respect to the adjournment.

The parties and their witnesses gave affirmed testimony at the Hearing.

The Landlords testified that they provided the Tenant CC with copies of their documentary evidence when they served her with the Notice of Hearing documents on November 2, 2010, by registered mail. The Landlords provided a copy of the Canada Post tracking information with respect to the mailed documents. At the Hearing on March 1, 2010, the Tenant CS asked to be added to the Landlords' application as a respondent. The Landlords agreed.

The Tenants testified that they received some of the documentary evidence with the Notice of Hearing package, but did not receive all of the documents that were submitted to the Residential Tenancy Branch, specifically:

- A copy of a request by the Landlord to meet with the Tenants for the condition inspection;
- A copy of an e-mail from the renter of the garage on the rental property, dated July 26, 2010;
- A copy of a condition inspection report;

- A copy of a water bill from May 11, 2010 to September 13, 2010; and
- A copy of a Notice of Final Opportunity to Schedule a Condition Inspection.

Preliminary Matters

Part of the Landlords' application is for compensation with respect to loss of their renter for the garage space. The garage was being rented out for storage. Section 58 of the Residential Tenancy Act (the "Act") provides me the authority to resolve issues between landlords and tenants with respect to the tenant's use, **occupation** or maintenance of a **rental unit** only. I have no authority under the Act to deal with issues that arise from the use of a site which is rented for the purpose of storage. This portion of the Landlords' application is dismissed.

Issues to be Decided

- Are the Landlords entitled to a monetary award for unpaid rent, unpaid utilities and damage to the rental unit?
- Are the Landlords entitled to compensation for the cost of changing the locks at the rental unit?

Background and Evidence

A copy of the tenancy agreement was entered in evidence. Monthly rent was \$1,850.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$925.00 on December 31, 2009. Utilities were not included in the rent.

The Landlords issued two Notices to End Tenancy:

- One Month Notice to End Tenancy for Cause, issued July 24, 2010; and
- 10 Day Notice to End Tenancy for Unpaid Rent, issued August 6, 2010.

The Tenants did not dispute either of the Notices to End Tenancy. The Tenants did not pay rent for the month of August, 2010.

The Landlords gave the following testimony:

The Landlords seek a monetary award, calculated as follows:

Unpaid rent for August, 2010	\$1,850.00
Bank charges for NSF cheque	\$5.00
Cost of cleaning stove, fridge, baseboards	\$150.00
Cost of repairing broken deck and garden work	\$176.00
Cost of changing the locks to the rental unit	\$85.91
Unpaid utility bill	<u>\$115.27</u>
TOTAL	\$2,382.18

The Landlords stated that they didn't know exactly when the Tenants moved out of the rental unit, but that they were there at the beginning of August because the Tenants told them they were unable to allow potential tenants to view the rental unit on August 6, 2010, because they were ill. The Landlords stated that they provided a date of August 20, 2010, on the Notice of Final Inspection Opportunity, but the Tenants did not attend to do the condition inspection. The Tenants did not return the keys to the rental unit and the Landlords had to rekey the locks to the front and back doors.

The Landlords testified that the Tenants did not leave the rental unit in a reasonably clean condition at the end of the tenancy, and in particular, did not clean the fridge and stove or the baseboards.

The Landlords testified that the garden was in need of weeding, the lawn needed cutting, there was garbage left in the yard and the Tenants had broken a plank on the deck.

The Landlords' witness TA testified that he regularly went to the rental unit over the course of the tenancy, about once every 2 or 3 months. He stated that the rental property was reasonably clean at the beginning of the tenancy but was cluttered at the end of the tenancy.

The Landlords' witness ST provided testimony that dealt with the Landlords' application for compensation arising from the renting of the garage and therefore I have not recorded his testimony, as this portion of their claim was dismissed.

The Tenants gave the following testimony:

The Tenants stated that they moved out of the rental unit at the beginning of August, 2010, because of the Landlords' One Month Notice to End Tenancy for Cause, and therefore they do not believe they owe rent for August, 2010. The Tenants cancelled the cheque for August's rent payment.

The Tenants testified that they left the rental unit in reasonably clean condition except for the fridge and the stove. They disputed the amount the Landlords are requesting in compensation for cleaning the fridge and stove and suggested \$50.00 was reasonable compensation.

The Tenants testified that the Landlords had told them that they would do the yard work during the tenancy. Even so, the Tenants testified that they raked the leaves and trimmed some trees during the tenancy.

The Tenants submitted that the locks were not changed for them at the beginning of the tenancy and therefore they shouldn't have to pay to have the locks rekeyed.

The Tenants agreed that they owe some money towards the utility bills, but not for the whole period of time covered by the bill.

Analysis

The effective date of the end of tenancy with respect to the One Month Notice to End Tenancy was August 31, 2010, and therefore the Tenants were responsible for paying rent for the month of August. This portion of the Landlords' application is granted. The Landlord incurred a \$5.00 bank fee for the August rent cheque that the Tenants cancelled. Further to the provisions of Section 7(1)(c) of the Residential Tenancy Regulation, the Landlords are entitled to recover that cost from the Tenants.

The water bill is for the period from May 11, 2010 to September 13, 2010 (124 days). I find that the Tenants are responsible for a portion of that bill, from the period of May 11, 2010, to August 31, 2010 (110 days). Therefore I allow this portion of the Landlord's claim, in a prorated amount, calculated as follows:

$$\$115.27 / 124 \text{ days} = \$0.93 \text{ per day}$$

$$\$0.93 \times 110 \text{ days} = \$102.30$$

The Landlords' position is that the Tenants did not attend to complete a Condition Inspection Report at the end of the tenancy, that the Landlords provided them with a Notice of Final Opportunity to Schedule a Condition Inspection, and that the Landlords completed the Condition Inspection in their absence. The Tenants deny receiving that Notice from the Landlords.

The Condition Inspection Report that was provided in evidence by the Landlords is a blank form. The Tenants agree that they did not clean the fridge and stove. No receipts for cleaning were provided by the Landlords. Therefore, I allow this portion of the Landlords' claim in the amount of \$50.00 (2 hours @ \$25.00 per hour). No receipts were provided for the cost of the garden work, and this portion of the Landlords' claim is dismissed.

The Tenants did not return the keys to the rental unit, as required by the Act, making it necessary for the Landlords to rekey the doors. The Landlords testified that the locks cost \$35.91 and that the rest of their claim for lock replacement was for labour (2

hours). The Landlord did not provide a receipt for the locks, but I find \$35.91 to be a reasonable amount to pay for two locks (one for the front door and one for the back door). The Landlords' claim for the cost of labour in installing the locks is dismissed.

The Landlords have been largely successful in their claim and are entitled to recover the cost of the filing fee from the Tenants.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award.

I hereby provide the Landlords with a Monetary Order for service upon the Tenants, calculated as follows:

Un paid rent	\$1,850.00
Bank charges	\$5.00
Cost of cleaning stove and fridge	\$50.00
Cost of changing locks	\$35.91
Recovery of the filing fee	\$50.00
Subtotal	\$2,093.21
Less security deposit	- \$925.00
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,168.21

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$1,168.21 for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 11, 2011.

Residential Tenancy Branch