



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MND; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid utilities, damages and compensation for damage or loss; to retain the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenant.

The male Tenant signed into the conference for one minute at the end of the Hearing and did not participate in the Hearing.

The Landlord and the female Tenant gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order pursuant to the provisions of Section 67 of the Act?

Background and Evidence

This tenancy began on August 1, 2010. It was a 6 month lease, ending February 28, 2011. Monthly rent was \$595.00, due on the first of each month. The Tenant paid a security deposit in the amount of \$300.00 in July, 2010, which the Landlord still holds.

The rental unit was furnished. Utilities were not included in the rent. There was no condition inspection of the rental unit at the beginning of the tenancy, or at the end of the tenancy.

The Landlord testified that the Tenant did not leave the rental unit in a state of reasonable cleanliness and that she broke 2 chairs and the alarm system. The Landlord stated that the Tenant has not paid for her share of utilities. The Landlord testified that the Tenant only returned one of the two keys she possessed and that therefore the Landlord had to change the lock to the rental unit. The Landlord stated that during the tenancy the Landlord had to make an additional key for the Tenant when the Tenant broke a key. The Landlord stated that the Tenant did not moved out of the rental unit by 1:00 p.m. on February 28, 2011, and that therefore the Landlord is entitled to one extra day's rent. The Landlord seeks a monetary award, calculated as follows:

Unpaid utilities	\$234.17
Cost to repair broken alarm	\$50.00
One day's rent	\$20.00
Cost to clean the rental unit (2 hours professional cleaners)	\$140.00
Cost to replace lock	\$33.60
Cost to replace key that the Tenant broke during the tenancy	\$5.54
TOTAL MONETARY CLAIM	\$529.09

The Landlord testified that she has not attempted to re-rent the rental unit because she does not wish to rent it out anymore.

The Tenant gave the following testimony:

The Tenant agreed that she owed the Landlord for utilities in the amount of \$234.17, and for the cost of replacing the broken chairs.

The Tenant testified that she forgot to clean out the inside of the fridge at the end of the tenancy, but that it only needed a quick wipe. She stated that she left some burners

soaking in the sink, but that otherwise she had given the rental unit a good clean before she moved out. The Tenant believes the Landlord's claim in the amount of \$140.00 is excessive.

The Tenant stated that she never used the alarm because she was not shown how. The Tenant believes the alarm must have already been broken when she moved into the rental unit.

The Tenant agreed that she broke one of her keys, and stated that she lost another one. She stated that by the time she found it (a couple of weeks after she had moved out), the Landlord had already changed the lock to the rental unit. The Tenant submitted that the Landlord would have to change the lock in any event at the end of the tenancy.

Analysis

Based on the testimony of both parties, the Landlord has established a monetary award for unpaid utilities and the cost of replacing the two chairs.

The Landlord did not comply with Sections 23 and 35 of the Act (the requirements for condition inspections at the beginning and at the end of a tenancy). The Landlord did not provide sufficient evidence that the Tenant had broken the alarm and this portion of her claim is dismissed. The Tenant agreed that she had missed cleaning the fridge and the stove elements. The Landlord hired professional cleaners at the cost of \$70.00 per hour for two hours work. I find this excessive. Section 37 of the Act requires the Tenant to leave the rental unit reasonably clean at the end of the tenancy. There is no requirement for the Tenant to leave the rental unit spotless. Therefore I allow this portion of the Landlord's claim in the amount of \$30.00 (2 hours @\$15.00 per hour). The Landlord seeks a monetary award of \$33.60 for the cost of replacing the lock on the rental unit and \$5.54 for the cost of cutting a new key. The Landlord did not provide sufficient evidence of the cost to replace the lock, or that it was replaced (for example a

copy of the receipt). The Landlord did not provide sufficient evidence of the cost to cut a new key. The Tenant agreed that she had broken a key during the tenancy. The Tenant was required by the Act to return all keys in her possession to the Landlord at the end of the tenancy. The Tenant did not do so. Therefore, I provide the Landlord a nominal amount of \$20.00 for the cost of replacing the lock and cutting a new key.

The Landlord testified that she did not intend to re-rent the rental unit and therefore she has suffered no loss of revenue. The Landlord's application for one day's rent is dismissed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in her application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary award as follows:

Unpaid utilities	\$234.17
Cost to clean the rental unit (2 hours @ \$15.00 per hour)	\$30.00
Cost to replace lock and key	\$20.00
Recovery of filing fee	\$50.00
Subtotal	\$378.85
Less security deposit	-\$300.00
DUE TO LANDLORD AFTER SET OFF OF SECURITY DEPOSIT	\$78.85

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$78.85** for service upon the Tenant. 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: June 30, 2011.

Residential Tenancy Branch