



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent, to keep all or part of the security deposit, compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

On January 20, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant vacated the rental on January 31, 2011 and that the tenant had not paid the January 2011 rent.. The landlord and tenant completed a move-out inspection together on January 31, 2011 and the tenant agreed to the landlord keeping her \$450.00 pet damage deposit. During the move-out inspection the landlord noted that the tenant's dog had chewed the bedroom door jamb and badly scratched the bedroom door. The landlord stated that the tenant had not thoroughly cleaned the rental unit, did not replace a number of burned out light bulbs, a blind was broken and the tenant left numerous discarded items and furniture in the rental unit that had to be hauled to the dump.

The landlord stated that the floors were left in bad shape and had to be repaired in one area however the landlord did not sand and refinish the floors prior to re-renting the property. The landlord stated that the tenant had never shovelled the snow and that there was a dangerous build up of ice and snow on the driveway and around the entry.

The landlord stated that the damaged door was swapped out with a door from the basement.

The landlord in this application is seeking compensation for the following:

January rent	\$900.00
Food	\$91.28
Gas	\$30.00
Materials	\$119.26
Labour – 63 hours at \$28 per hour 14 hrs - Driveway and walkway 8 hrs - Door repair 1 hr – Door casement repair 7 hrs – Paint bathroom, 2 coats 4 hours – Dump runs (5 or 6 trips) 26 hours – Floor cleaning 3 hours – Floor repair	\$1764.00
Total Claim	\$2904.54

Analysis

Based on the documentary evidence and undisputed testimony of the landlord I find that the landlord is entitled to a limited amount of compensation for unpaid rent, cleaning and damages.

The landlord has established that the January rent was unpaid and has provided receipts for materials. The landlord however was unable to justify the number of hours spent on labour and verified that the 26 hours for floor cleaning was possibly for refinishing of the floors but that the floors were not refinished. The landlord has also not provided a copy of the tenancy agreement that specifies that the tenant is responsible for yard maintenance and clearing the snow. The landlord has also claimed \$30.00 for gas and 4 hours for dump runs and these are duplicate charges.

The landlord is awarded the following:

January rent	\$900.00
Food	\$0.00
Gas	\$0.00
Materials	\$119.26
Labour – 13 hours at \$28 per hour	\$364.00

0 hrs - Driveway and walkway 2 hrs - Door repair 1 hr – Door casement repair 4 hrs – Paint bathroom, 2 coats 4 hours – Dump runs (5 or 6 trips) 0 hours – Floor cleaning 2 hours – Floor repair	
Total Claim	\$1383.26

As the landlord has already retained the tenant's \$450.00 pet damage deposit this amount will be deducted from the landlord's \$1383.26 award resulting in a balance of **\$933.26** due to the landlord.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$933.26 in unpaid rent, cleaning and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$450.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$483.26** ($\$933.26 + \$50.00 = \$983.26 - \$450.00 = \483.26)

A monetary order in the amount of **\$483.26** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 7, 2011.

Residential Tenancy Branch