



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 hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for unpaid rent, for damage to the rental unit, for compensation under the Act and the tenancy agreement, and an order to retain the security deposit in partial satisfaction of the claim.

The address of one of the Tenants was unknown to the Landlord and therefore, that Tenant was not served with this Application and Notice of Hearing. The claim against this Tenant is dismissed with leave.

The other Tenant was personally served with the Application for Dispute Resolution and Notice of Hearing by a process server on January 10, 2011, and the Landlords have entered a copy of the Affidavit of Service in evidence. I find this Tenant has been duly served under the Act, although he did not appear at the hearing.

One of the Landlords appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

The parties entered into a standard term, written tenancy agreement on February 8, 2010. The parties agreed to a monthly rent of \$1,400.00, and the Tenants paid the Landlord a security deposit of \$700.00, on or about February 22, 2010. The subject rental unit is a condominium in a strata building.

In May of 2010, one of the Tenants was involved in an altercation on the property of the strata building. A large glass panel was broken and blood stains were found in the elevator and rental unit.

The strata has fined the Tenants for bylaw infractions and requested they pay the cost of the broken glass. The strata is seeking to recoup these from the owner of the rental unit, as the Tenants have failed to pay.

The Landlord attended at the rental unit and issued the Tenants a one month Notice to End Tenancy for cause. The Tenants agreed to vacate the rental unit in June of 2010. They provided the Landlord with a cheque for June 2010 rent, however, this cheque was not honoured by the Tenant's bank due to insufficient funds.

The Tenants vacated the rental unit however, the Landlord has claimed for substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord testified and submitted evidence that there was graffiti sprayed onto the walls of the rental unit in a fluorescent pink colour. The Tenants had tried to cover this with paint, however, there were paint runs and drips that had to be sanded and removed before it could be re-painted. The Landlord testified that the rental unit was freshly painted just prior to the Tenants taking possession.

The Landlord also testified and submitted evidence that the front door latch had been damaged and needed to be replaced, several vertical window blinds had been broken, the stove and fridge were dented, a large glass table had been broken in the unit and the pieces were not removed, a leather seat was slashed (apparently with a knife) and left in the rental unit and a wooden bed was left which was broken and stained with blood.

The Landlord also testified that a bag of new hypodermic needles was found in the suite, along with garbage and other items left behind by the Tenants. Testimony was also given regarding the carpets being stained and soiled, requiring professional cleaning.

The Landlords claim as follows:

a.	Rent for June 2010, plus NSF fee	1,415.00
c.	Repair door latch and blinds	200.00
d.	Remove items, garbage and dump fees	345.00
e.	Carpet cleaning and cleaning the rental unit	280.00
f.	Strata fines (\$400.00) and glass repair	948.63
g.	Administration fee	250.00
h.	Fridge and stove repair	600.00
i.	Filing fee	100.00
	Total claimed	\$5,588.63

The Tenants did not supply any evidence for the hearing.

Analysis

Based on the testimony, evidence, photographs and on a balance of probabilities, I find that the Tenants have breached the Act and tenancy agreement by failing to make repairs to the rental unit, and by failing to clean it, when they vacated.

The Tenants were required under the tenancy agreement and section 37 of the Act to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear. I find the Tenants breached the Act when they failed to do this.

I also find the breaches of the Act and tenancy agreement by the Tenants have caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I allow the Landlords the claims as made, with the exception of the administration fees claimed. These are not recoverable under the Act and I dismiss the claim for these.

I find that the Landlords have established a total monetary claim of **\$5,338.63** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the Landlords retain the deposit and interest of **\$700.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$4,638.63**

This order may be filed in the Provincial Court (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: July 18, 2011.

Residential Tenancy Branch