



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNR, MNSD, O, SS, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on April 22, 2011 to the respondent's present address, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$4323.11, and a request to retain the full security deposit of \$525.00 towards the claim.

Background and Evidence

The applicant testified that:

- This rental property was totally renovated and in new condition when the tenant moved into the rental unit.
- The reason for the total renovation was so that the units could be rented as no smoking units.
- The respondent totally ignored the no smoking rule and smoked extensively in the rental unit.
- At the end of the tenancy the rental unit was left in extremely poor condition and had an extensive smoke smell.

- The carpets in the rental unit were burned and badly stained and had to be replaced, as they would not come clean.
- The whole rental unit was left filthy and had to be cleaned.
- Due to the heavy smoking all the vents in the rental unit needed to be cleaned.
- All the walls in the rental unit were heavily smoke damaged and had to be repainted.
- A large amount of garbage had to be removed to the dump.
- And the tenant also failed to pay the utilities that were his responsibility and therefore those had to be paid as well. Originally she had estimated the outstanding utilities at \$250.00, however the actual amount exceeded that estimate.
- Even with all the cleaning, painting, and repairs there is still a smoke smell in the building and therefore they are no longer able advertised units in the building as a non-smoking units, in case someone has severe allergies to smoke.

The applicant is therefore requesting an order as follows:

Carpet Cleaning	\$128.96
Suite cleaning	\$189.00
Garbage removal/dump fees	\$200.00
Heating vent cleaning	\$324.80
Carpet replacement	\$1980.35
Painting	\$1200.00
Outstanding utilities	\$250.00
Filing fee	\$50.00
Total	\$4323.11

The applicant is also request an order allowing her to keep the full security deposit of \$525.00 towards this claim and requests a monetary order be issued for the balance.

Analysis

It is my finding that the applicant has established the full amount claimed against the respondent.

This rental unit was rented as a no smoking unit and the tenant was fully aware of that fact however the tenant chose to totally ignore the no smoking rule.

The landlord has shown that the smoking in the rental unit caused extensive damage and required extensive cleaning and repairs.

The landlord has also shown that the applicant left the rental unit in need of extensive cleaning and garbage removal.

The tenant has put the landlord in a very poor position by smoking in a non-smoking building, and causing such extensive smoke damage that the landlord can no longer advertise the unit as a non-smoking building even after doing extensive cleaning and repairs.

The landlord has also shown that the tenant failed to pay utilities in excess of the estimated amount claimed on the application and therefore I also allow that portion of the claim.

Conclusion

I have allowed the landlords full claim of \$4323.11, and therefore I order that the landlord may retain the full security deposit of \$525.00 and have issued a monetary order in the amount of \$3798.11.

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 26, 2011.

Residential Tenancy Branch