



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began December 1, 2005 with monthly rent of \$985.00 and the tenant paid a security deposit of \$475.00.

The landlord testified that the tenant vacated the rental unit on June 5, 2010 without giving proper notice as the tenant had left the landlord a voicemail message on May 5, 2010 stating that she would be vacating June 15, 2010 and would the landlord use her security deposit for the June 2010 rent. The landlord stated that he had advised the tenant in writing that a move-out inspection would be required but that the tenant did not make herself available for a move-out inspection or leave a forwarding address for the landlord. The landlord did not leave a notice at the residential property or phone the tenant with a date and time for a move-out inspection.

The landlord stated that upon inspecting the rental property after the tenant had vacated the landlord found that the tenant had not cleaned the carpets, floors or kitchen, trash was left strewn throughout the house and yard, there were holes in the walls, the living room and bathroom had been painted a different color by the tenant and the lawn was damaged in numerous spots.

The landlord stated that the June 2010 rent was not paid and the tenant did not pay the utility bill or alarm monitoring bill for the month of June 2010.

The tenant testified that she had given the landlord notice on May 5, 2010 that she would be vacating June 5, 2010. The tenant stated that as she was having financial difficulties at the time she requested that the landlord use her security deposit for the June 2010 rent. The tenant said she had felt rushed and very stressed out after the landlord gave her a notice for unpaid rent on June 2, 2010 and that was why she left on June 5th and did not thoroughly clean the rental property. The tenant stated that the landlord never told her she couldn't move out June 15, 2010 or that she couldn't use her security deposit for the June rent 2010 rent.

The tenant testified that the landlord had her phone number and she was having her mail forwarded so that if the landlord wanted to meet for a move-out inspection he could have easily contacted her.

The tenant stated that when she moved in to the rental unit the landlord supplied her with some paint and that she had purchased paint and that she had painted the entire interior of the house. The landlord stated that he did not provide paint but that it had been left behind by his last tenant. The landlord stated that the paint in some of the rooms were okay but that the rooms with bright colours had to be repainted.

The tenant pointed out that the landlord is asking for money for a utility bill with a meter reading of June 24, 2010 well after she vacated the rental property. The tenant refers to the utility bill that shows an April 30, 2010 payment and then the billing cycle and costs for the next quarter of April, May and June 2010. The landlord pointed out that the meter had been read on June 24, 2010.

The tenant maintained that she had called and cancelled the security alarm for the property effective May 2010 and does not feel that she should have to pay for the June 2010 bill. The tenant referred to phone calls made to the alarm company but stated that she did not have any evidence showing that she had cancelled the alarm service.

The tenant stated that she did not dispute the condition the property was left in and that she would not have left it this way had she not left rushed about having to get out of the rental unit because of the notice for unpaid rent. The tenant disputes why the landlord had a cost for junk removal as she had left items on the sidewalk for removal by the city although the tenant admits that items and bags of trash were left behind when she vacated.

The tenant testified that the landlord had a lawn maintenance company take care of the lawn and she did not see why she should now be responsible for the condition of the lawn. The tenant also stated that the landlord had given her permission to place the pool in the back yard. The landlord stated that the pool had left a large dead spot on the lawn as it was never moved and that the lawn was not kept up.

The tenant replaced the carport light fixture and stated that she did not see why the landlord should now get reimbursed for new carport light fixture. The landlord replied

that the tenant had replaced the light fixture without his permission and he replaced the tenants with one similar to what was on the house before.

The tenant stated that she gave 3 sets of keys back to the landlord therefore he should not be compensated for rekeying of the locks. The landlord stated that the tenant did not return any keys to him at any time. The tenant responded by stating that she had left the landlord a voicemail message on June 5, 2010 advising him that she had vacated the rental unit and the keys were in the mail box.

The tenant stated that the landlord knew she was using her own washer, dryer fridge and stove and that his washer and dryer were stored outside. The tenant stated that when she vacated she left all four of her appliances behind in the rental unit. The landlord stated that the tenant's fridge and washer are still there and being used by his current tenant. The landlord maintained that he had thrown out both the dryer and stove that had belonged to the tenant as the dryer was damaged and the stove had a burned out element. The landlord also maintained that his dryer was rusted out after sitting outside and no longer worked.

The tenant stated that there were no window latches on the basement windows, switch plates were missing at the start of the tenancy and that she believed all the light bulbs were working. The landlord maintains that there were window latches and that numerous light bulbs had to be replaced throughout the house.

The landlord in this claim is seeking \$2914.88 compensation for the following:

June 2010 rent	\$985.00
June utility bill	\$121.17
Alarm monitoring bill	\$71.80
Repaint interior of house	\$1200.00
Carpet cleaning	\$278.25
Cleaning of house	\$150.00
Junk removal	\$75.00
Lawn repair	\$220.00
Carport light fixture	\$9.24
Rekey 3 locks	\$37.80
Rekey front door	\$10.16
Dryer replacement	\$175.00
Window latch, light bulbs, sink plugs & strainer	\$22.08
Light bulbs, switch plates	\$20.99
Total Claim	\$3406.70

The tenant concluded by stating that she had not understood the process for vacating especially when a notice had been given and had the relationship between the tenant and landlord been better they could have probably worked things out better.

The landlord responded by stating that the tenants own phone records show calls to the Residential Tenancy Branch in April 2010. The landlord also stated that there is no fraud in his claim and that he would have claimed more if he had known where the tenant was when she vacated.

Both parties accused the other of being less than truthful throughout the hearing and that testimony was being distorted to bolster their respective testimony.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, loss, damages and cleaning costs.

The tenant admits to the condition the rental property was left in at the end of the tenancy however does dispute some of the landlord's claim. Residential Tenancy Policy Guideline **37 Rent Increases, Useful Life of Work Done or Thing Purchased** must be taken into account as this was a 4.5 year tenancy.

Therefore based on the evidence before me I find that the landlord is entitled to the following limited compensation:

June 2010 rent	\$985.00
June utility bill (<i>April \$40.39, May \$40.39, June \$6.73</i>)	\$87.51
Alarm monitoring bill	\$71.80
Repaint interior of house (<i>Interior paint has a 4 year life</i>)	\$0.00
Carpet cleaning	\$278.25
Cleaning of house	\$150.00
Junk removal	\$75.00
Lawn repair (<i>Landlord maintained lawn, pool damage only</i>)	\$55.00
Carport light fixture	\$9.24
Rekey 3 locks (<i>Tenant returned keys June 5, 2010</i>)	\$0.00
Rekey front door (<i>Tenant returned keys June 5, 2010</i>)	\$0.00
Dryer replacement	\$175.00
Window latch, light bulbs, sink plugs & strainer	\$22.08
Light bulbs, switch plates	\$20.99
Total Claim	\$1929.87

Conclusion

I find that the landlord has established a monetary claim for \$1929.87.00 in unpaid rent, loss, damages and cleaning costs. 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 \$475.00 security deposit and \$16.80 in interest in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1488.07**.

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: August 30, 2011.

Residential Tenancy Branch