



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been personally served with the application for dispute resolution and notice of hearing on April 20, 2011, the tenants did not participate in the conference call hearing.

The landlord served additional evidence to the tenants by registered mail to the forwarding address provided by the tenants. The landlord sought to amend his application to include the amounts set out in the additional evidence. I found that the tenants were deemed served with the additional evidence, and I allowed the requested amendment to the landlord's claim.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in February 2010. Rent in the amount of \$2046 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1000. On March 31, 2011 the tenants gave written notice to terminate the tenancy on April 30, 2011. The tenants paid \$1046 for April rent, and asked the landlord to retain the \$1000 security deposit as payment for the balance of the rent. The landlord informed the tenants that they could not do that. The tenants did not pay the balance of the rent for April 2011. The tenants moved out on April 30, 2011. They left the rental unit in a dirty condition, with damage to the front door entry lock, the dishwasher, the microwave and the wood floors. The rental unit and all items in the unit were less than two years old at the end of the tenancy.

The landlord has claimed the following:

- 1) \$1000 for April 2011 rent
- 2) \$25 for NSF charge for April 2011
- 3) \$175 for cleaning the unit – the tenants left the unit in a very dirty condition
- 4) \$101.83 to repair the front entry lock – the lock was damaged, and the landlord paid to repair it and replace the keys.
- 5) \$257.60 to repair the dishwasher – the dishwasher prongs and rack were bent, and the dishwasher was not working and left in a very filthy condition.
- 6) \$125 estimated 25 percent of cost to replace the microwave – the microwave was partially burned due to overheating; however, it is still functional. The landlord researched the cost of replacing the microwave, which would be \$500 plus taxes for that model. The landlord intends to replace the microwave in the future.
- 7) \$200 for estimated one-third of cost to repair scratches in wood floors – the wood floors are badly scratched in several places. The landlord received an estimate that buffing and coating the floors would cost approximately \$600 plus taxes. The landlord has not carried out this work yet because it would be too much of an inconvenience for the current occupant.

Where applicable, the landlord provided supporting evidence consisting of receipts, photographs, the condition inspection reports and a written statement from the new tenant regarding the condition of the unit when she arrived to move in.

Analysis

In considering the evidence, I find that the landlord is entitled to all of the amounts claimed except for that of the microwave. The damage to the microwave appears to be aesthetic rather than functional, and the landlord has not replaced the microwave. Although the landlord has not yet incurred the cost for repairing the wood floors, I find that the value of the floors has clearly been diminished by the scratches, and the landlord's claim for \$200 is very reasonable.

The landlord is also entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord is entitled to \$1784.43. I order that the landlord retain the security deposit of \$1000 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$784.43. This order may be filed in the Small Claims Court 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 17, 2011.

Residential Tenancy Branch