



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlords' application for a Monetary Order for unpaid rent; damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; authority to retain the security deposit and pet deposit; and, recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Have the landlord established an entitlement to compensation from the tenants for unpaid rent; damage to the unit; and damage or loss under the Act, regulations or tenancy agreement?
2. Are the landlords authorized to retain the security deposit and pet deposit?

### Background and Evidence

The parties provided the following undisputed evidence. The tenancy commenced July 15, 2010 and the tenants paid a \$600.00 security deposit and a \$300.00 pet deposit. The tenants were required to pay rent of \$1,200.00 on the 15<sup>th</sup> day of every month. On December 15, 2010 the tenants gave the landlords their one month notice to end tenancy and notified the landlords that they had moved out but that their nephew was residing in the rental unit. The rental unit was vacated January 15, 2011. On January 30, 2011 the male tenant authorized the landlords to retain the deposits in writing.

I was also undisputed that the tenants were permitted to have one dog and two cats in the rental unit; however, the tenants' nephew brought in a fish tank.

The landlords are requesting recovery of the following amounts and provided the following reasons for their claim:

<u>Item</u>	<u>Reason</u>	<u>Amount claimed</u>
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Carpet cleaning of master bedroom	Carpet stained.	168.00
Replacement of bedroom carpets	Animal urine and feces. Carpets 4 months old at beginning of tenancy.	1640.92
Replacement of baseboard, repair and painting of walls.	Water leaked from fish tank damaging baseboard. Walls repaired for dents and scratches. Walls repainted due to fly feces attracted to animal feces. Landlord is a contractor and his company performed work.	240.00
February 2011 loss of rent	New tenants set to move in Jan 15 but could not due to condition of unit and landlord had to find replacement tenants. Unit re-rented March 2011.	1,200.00
Less: security deposit and pet deposit retained		(900.00)
Total claim		\$ 2,693.21

The tenants acknowledged responsibility for the condition of the rental unit at the end of the tenancy. The tenants only questioned the landlords' claim for loss of rent for February 2011 as the landlords had not initially sought recovery of that amount in their previous dealings with the landlords. The landlords explained that after the tenancy ended they sought payment from the tenants for the cost of cleaning and repairs and the tenants agreed to pay those amounts; however, when payment was not forthcoming the landlords made this application and applied for all amounts they believed they were entitled to recover.

In support of their claims, the landlords provided the following documentary evidence: a cleaning synopsis from the cleaners; the cleaner's invoice; the tenant's written authorization for the landlords to retain the security deposit and pet deposit; an invoice for the baseboard and wall repair and painting; condition inspection reports signed by both parties; carpet invoices; and, carpet cleaning invoice. The landlord also provided photographs depicting the condition of the rental unit at the end of the tenancy.

### Analysis

Under the Act, tenants are responsible for leaving a rental unit reasonably clean and undamaged at the end of the tenancy. Upon consideration of the cleaning synopsis, the

photographs, the condition inspection reports, the invoices, and the verbal testimony of the parties, I accept that the rental unit was not left reasonably clean and undamaged at the end of the tenancy.

I also find the landlords have substantiated the costs for which they are seeking compensation, the amounts claimed are reasonable, and the landlords acted reasonably in mitigating their losses. Therefore, I find the landlords entitled to recover their cleaning and repair costs, as claimed.

With respect to the loss of rent I find the landlord's explanation as to the loss of the incoming tenants to be reasonable given the condition the rental unit was left. Therefore, I find the landlords' loss associated to the condition of the rental unit also includes the loss of rent in the amount of \$1,200.00. Therefore, I award the landlords loss of rent in the amount of \$1,200.00 in addition to the repair and cleaning costs.

As the landlords were successful in their application I award the filing fee to the landlords. I also authorize the landlords to retain the tenants' security deposit and pet deposit, as requested, and I provide the landlords with a Monetary Order in the net amount of \$2,743.21 (\$2,693.21 + \$50.00) to serve upon the tenants. The Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of the court.

### Conclusion

The landlords are authorized to retain the tenants' security deposit and pet deposit and have been provided a Monetary Order for the balance of \$2,743.21 to serve upon the tenants.

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 18, 2011.

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Residential Tenancy Branch