



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNR, MNSD

### Introduction

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

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to retain the full security deposit of \$1470.88, and a request for a monetary order in the amount of \$2788.10. The applicant is also requesting recovery of the \$50.00 filing fee.

### Background and Evidence

The applicants testified that:

- When the tenants moved out of the rental unit they left the rental unit extremely dirty and damaged and as a result they had to do extensive cleaning and repairs.
- The carpets in the rental unit had to be replaced because they were badly stained with pet urine and dirt and could not be cleaned.
- The whole rental unit was left filthy and in need of cleaning.
- The tenants also failed to pay the strata move out fee.
- The tenants also failed to pay strata violation fines totalling \$200.00.
- The tenants also broke two vases near the elevator when they were vacating and as a result the landlords have had to pay the strata to replace those vases.

- The tenants also failed to put the gas in their names during the tenancy and as a result the landlord had to pay an outstanding gas bill and had to pay to have the gas re-connected and restarted by a certified technician.
- The tenants also failed to return the storage locker keys and as a result the locks had to be rekeyed

The applicants are therefore requesting an order as follows:

prorated cost of replacing carpet	\$1837.45
Cleaning expense	\$240.00
Landlords time for cleaning	\$375.00
Cleaning materials	\$16.24
Strata move out fee	\$100.00
Strata violation fines	\$200.00
Broken vases	\$67.13
Burned-out lightbulbs	\$18.39
Repair broken door sweep	\$17.35
Registered mail costs	\$14.43
Natural Gas usage	\$156.18
Natural gas reconnection fee	\$65.00
Natural gas certification fee	\$99.68
Replace broken mirror door	\$176.38
Re-key storage locker	\$95.20
Vehicle expenses to travel to rental unit	\$156.00
Landlords time spent dealing with tenants and arranging repairs etc.	\$625.00
Filing fee	\$50.00
Sub-Total	\$4309.43
Less security deposit plus interest	\$1470.88
Total	\$2838.55

The respondent testified that:

- The landlord used his daughter to do the cleaning.
- They never put the gas in their name and never used any gas and therefore should not be paying for any of the gas utility.
- He does not dispute the strata fines.
- He disputes the claim for replacing the carpets, especially since the landlords only got a witness letter from one Carpet Company.
- He believes a fair settlement would be for the landlord to keep the full security deposit and for him to pay a further \$500.00.

- The landlord originally offered to settle for keeping the security deposit and having them pay a further \$460.00 and therefore he feels his offer is reasonable.

### Analysis

It is my finding that the landlord has shown that the tenants left as rental unit in need of significant cleaning and repairs, and left some outstanding utility costs.

The landlord has provided ample evidence in the form of photographic evidence and witness statements that show that this rental unit was not left in reasonable condition.

Further based on the condition in which the rental unit was left, I find the landlords cleaning costs fully justified even if he did use his own daughter as a cleaning person.

I have allowed the landlords claim for repair of the damages, for the cleaning, and for the use of natural gas in the costs related with having the natural gas reinstated. The landlord would not have had these natural gas utility costs had the tenants put the natural gas in their name during the tenancy.

The tenant is not disputing the strata fees and fines and therefore I have also allow that portion of the claim as well as the claim for rekeying the locks to the storage area.

I therefore allow the following portions of the landlords claim:

replace destroyed carpet	\$1837.45
Cleaning invoice	\$240.00
Landlords labour	\$375.00
Cleaning materials	\$16.24
Strata move out fee	\$100.00
Strata violation fines	\$200.00
Broken vases	\$67.13
Missing light bulbs	\$18.39
Broken door sweep	\$17.35
Natural gas usage	\$156.18
Natural gas reconnection fee	\$65.00
Natural gas recertification	\$99.68
Replace broken mirror door	\$176.38
Rekey storage locker	\$95.20
Filing fee	\$50.00
Total	\$3514.00

I have not allowed the landlords claim for vehicle expenses as this is a cost of doing business for an absentee landlord and cannot be passed on to the tenants.

I also deny the request for \$625.00 for landlord's time to prepare letters, prepare court papers, and arrange repairs, etc. as these are landlord responsibilities and the tenant cannot be charged for time spent acting as a landlord.

### Conclusion

I have allowed \$3514 of the landlords claim, and I therefore order the landlords may retain the, full security deposit plus interest, of \$1470.88 and have issued a monetary order in the amount of \$2043.12.

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: November 14, 2011.

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Residential Tenancy Branch