



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, 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 and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began July 1, 2011 with monthly rent of \$850.00 and the tenants paid a security deposit of \$425.00.

The landlord stated that the tenants contacted the landlord on October 5, 2011 to tell the landlord that they were vacating the rental unit and did so on October 7, 2011. The landlord stated that the tenants did not clean the rental unit when they vacated and left a mess in the garage and yard.

The tenants testified that they had vacated the rental due to the mold that was present in the unit after there was a flood, that the smell of mold and mildew was overwhelming and the landlord did not complete past repairs in a timely manner. The tenants stated that the flood occurred on October 1, 2011 and that the landlord did not allow the restoration company to complete all of the required repairs as his insurance company would not cover the cost. The tenants stated that they did not believe that the landlord would complete the repairs in a timely manner as he had told the tenants he could not afford to sink any more money into the property.

The landlord testified that the tenants contacted him on October 1, 2011 and let him know that the living room, under the stairs and a portion of the kitchen were flooded. The landlord stated that he then went to the rental unit and on October 3, 2011 he had a restoration company install large fans and dehumidifiers for 4 days to dry the areas that had been flooded and that a section of the laminate floor was been removed.

The landlord stated that the tenants did not thoroughly clean the rental unit prior to vacating, the oven was very dirty, the fridge was dirty and floors were not mopped. The landlord also stated that there were cigarette butts all over the yard and the patio area was a mess. The tenant maintained that the patio area was not used by them and that the upstairs tenant utilized this area, the tenant stated that she was not aware of cigarette butts discarded in the yard.

The tenant did acknowledge that she did not clean the oven, she had wiped down the fridge and that all the floors had been cleaned. The tenant acknowledged that she may have forgotten to clean out the dryer lint screen.

The landlord in this application is seeking \$850.00 October rent, \$140.00 for indoor cleaning and \$120.00 for outdoor cleaning.

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 and cleaning costs.

While it is recognized that there was a flood in the rental unit, I am not satisfied that the rental unit had to immediately be vacated due to health issues. The tenants did not give the landlord proper notice prior to vacating or make an application to this office to address any issues with the rental unit and the landlord had responded in a very timely manner to have the issue of the flood addressed. I therefore find that the landlord is entitled to the \$850.00 October rent.

In regards to the landlord's claim for cleaning costs, I find that the cleaning required inside the rental was minimal and therefore award the landlord the limited amount of \$60.00. In regards to the landlord having to clean the outside area, as this is a shared space it is impossible to tell what rocks and sticks left in the yard were a result of this tenancy. Therefore this portion of the landlord's application is dismissed without leave to reapply.

Accordingly I find that the landlord is entitled to a monetary order for \$910.00.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$910.00 in unpaid rent 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 \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$535.00**.

If the amount is not paid by the tenant(s), 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: January 11, 2012

Residential Tenancy Branch