



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD and FF

Introduction

This hearing was convened on the landlord's application of November 14, 2011 seeking a monetary award for unpaid utilities, overholding of the rental unit, cleaning and damage to the rental unit, and recovery of the filing fee for this proceeding. The landlord also requested authorization to retain the security deposit in set off against the balance owed.

As a matter of note, the hearing was nearing conclusion when the tenant joined it fourteen minutes late and she had provided no evidence in advance of the hearing.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on September 1, 2010 and ended on October 31, 2011 although the tenant did not give vacant possession until November 2, 2100. Rent was \$1,100 per month and the landlord holds a security deposit of \$550 paid on September 8, 2011.

The landlord claims and I find as follows:

Overholding for two days - \$73.34. This claim is based on a per diem of \$36.67 (\$1,100/30 x 2). The claim is based on the fact that the tenant did not give vacant

possession unit November 2, 2011 although the end of tenancy date was October 31, 2011. The tenant stated that she felt she should not have to pay for the overholding claim because the landlord had not advised her in advance. I find that the tenant is responsible for the rent for the two days of overholding and the claim is allowed in full.

Unpaid Hydro - \$148.91. The landlord submitted a invoices in support of this claim for hydro for \$62.40 for the period from July 21, 2011 to September 20, 2011 and \$86.51 for the period from September 21, 2011 to October 31, 2011. The tenant stated that she though she made have paid the first portion, but had no evidence of having done so. I found that the landlord had been astute in her record keeping of other matters and I found her evidence on this question to be reliable. The claim is allowed in full.

Cleaning supplies – \$49.93. The landlord submitted photographic evidence of the need for cleaning of the oven and under the fridge. The tenant stated that she had cleaned the rental unit thoroughly, but that was rebutted by the landlord's photographs of the rental unit and her observation that that the cleaning had been cursory. The claim is allowed.

Paint - \$18.87. Photographic evidence verifies a build up of mold on the walls of the storage room, necessitating repainting. The tenant submits that the mold resulted from the construction standards in the basement suite. The landlord held that the mold resulted from the fact that the tenant turned off the heater in the storage room and that over stuffing of the room and obvious failure to clean it contributed to a build up of mold that required the painting. Seeing some merit in both arguments, I allow \$9.00 on this claim.

Labour for cleaning and painting storage room - \$120. This claim is for six hours labour to do general cleaning of the rental unit and painting of the storage room. For reasons stated in the foregoing item, I reduce the award on this claim to \$100.

Door frame, drywall repairs and painting - \$168. On the basis of photographic evidence and receipt, I allow this claim in full.

Bath tub repair – \$191.52. The landlord gave evidence that the fibreglass bathtub, brand new at the beginning of the tenancy, had gouging and scratches on the bottom. This claim is supported by a receipt and it is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security deposit – (\$550). As permitted by section 72(2) of the *Act*, I authorize the landlord to retain the \$550 security deposit in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Overholding for two days	\$ 73.34
Cleaning supplies – \$49.93	49.93
Paint	9.00
Labour for cleaning and painting storage room	100.00
Bathtub repair	191.52
Filing fee	<u>50.00</u>
Sub total	\$622.70
Less retained security deposit	- 550.00
TOTAL	\$ 72.70

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$2,294.32 for service on the tenant. .

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 18, 2012.

Residential Tenancy Branch