



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD and FF

Introduction

This hearing was convened on the landlords' application of November 28, 2011 for a Monetary Order for cleaning and damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance found to be owed.

As a preliminary matter, the tenant stated at the beginning of the hearing that he was expecting his advocate to participate and asked that the hearing not proceed until she called in as he was not confident his English mastery was sufficient to enable him to fully understand.

However, I found that I was fully able to understand everything the tenant stated and that he was able to respond to every point made by the landlord to a level of detail that indicated he fully understood each point. For that reason, and because the claims were clear and simple and fully documented in the landlord's shared evidence, I found the tenant was not at an unfair disadvantage and the hearing proceeded.

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 against any balance found to be owed.

Background, Evidence and Analysis

This tenancy began on September 1, 2010 and ended on December 31, 2010 pursuant to an agreement arrived at by the parties during a hearing on December 14, 2010. Rent was \$1,500 per month and the landlords hold a security deposit of \$450 paid on August 17, 2010.

Evidence submitted by the landlord included:

- A letter from the tenants dated November 28, 2011 (11 months after the tenancy ended) providing a forwarding address and requesting return of their security deposit;
- Copies of the move-in/move out condition inspection reports, the latter of which was not signed by the tenants;
- Receipts and correspondence in support of the landlord's claims.

As a matter of note, the tenant stated he had not participated in the move-out condition inspection as police had barred him from the rental property over an earlier incident, although the resident manager stated she had seen him on the property during the material time. In any event, the attending tenant's wife did not participate either despite three invitations to do so, according to the landlord.

The landlord also stated that a previous advocate had advised that she declined to represent the tenant further due to an incident at her office when the tenant attempted to return the rental unit keys to her office.

The landlord submitted claims for cleaning and repairs on which I find as follows:

General cleaning - \$200. This claim was supported by an Employee Time Sheet recording 10 hours cleaning at \$20 per hour. The tenant challenged this claim as he stated that his wife had thoroughly cleaned the rental unit. The resident manager who conducted the inspection stated that it was obvious that no cleaning had been done. I find the evidence of the landlord to be the more credible and this claim is allowed.

Carpet cleaning - \$144.48. The landlord gave evidence that, even though the tenancy had been less than one year, there was substantial soiling of the carpets. This claim is supported by a third party receipt and it is allowed in full.

Outside light bulb - \$7.75. This claim is allowed.

Bathroom door - \$182.56. The resident manager noted a hole in the bathroom door during the move-out inspection that was not identified on the move-in inspection. As a matter of note, a broken door noted on the move-in reported was repaired in October 2010. I find as fact that the door was damaged during the subject tenancy and that the tenants are responsible for the cost of the door for which a receipt was provided.

Labour to install bathroom door - \$20. This claim is supported by an employee time sheet and it is allowed.

Wash drapes - \$4.00. Window coverings were noted as very dirty on the move-out condition inspection report. The claim is allowed.

Service charge to turn on gas - \$100.80. Gas accounts in the rental complex are in the names of the tenants and the landlord is not normally privy to the details. In September, 2010, the tenants were served with a notice from the gas supplier that there would be a temporary service interruption. The notice provided tenants with a telephone number and direction to contact the gas company to arrange a time when they could relight the pilot lights. Instead, the tenants contacted the landlord and reported that they had no hot water or heat and did not tell the landlord of the notice from the gas company. Therefore, the landlord contracted with a plumbing company to service the unit and only later learned of the gas company's notice. The landlord seeks to recover the cost of the unnecessary service call from the tenants and I find the landlord is entitled to do so. The claim is allowed.

Rekey locks - \$333.31. The landlord submitted receipts for \$481.15 on this item, but stated that some of the rekeying was not for the subject unit. The claim arises from the fact that the tenants did not return the keys to the landlord at the end of the tenancy, a submission supported by the report of the advocate refusing to accept them. The claim is allowed.

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

Security deposit (\$450), no interest due. As authorized under section 72(2)(b) of the *Act*, I direct that the landlord may retain the security deposit in set off against the balance owed.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

General cleaning	\$200.00
Outside light bulb	7.75
Bathroom door	182.56
Labour to install bathroom door	20.00
Wash drapes	4.00
Service charge to turn on gas	100.80
Rekey locks	333.31
Filing fee	<u>50.00</u>
Sub total	\$1,042.90
Less retained security deposit	<u>- 450.00</u>
TOTAL remaining balance owed to landlords by tenant	\$592.90

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlords' copy of this decision is accompanied by a Monetary Order for \$592.90, enforceable through the Provincial Court of British Columbia, for service on 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: February 13, 2012.

Residential Tenancy Branch