



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on November 19, 2011. Mail receipt numbers were provided by the landlord's agent in evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord entitled to keep the security deposit?

Background and Evidence

The landlord testifies that this tenancy started on February 01, 2010. This started as a fixed term tenancy which reverted to a month to month at the end of the fixed term. Rent for this unit was \$1,300.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of \$650.00 and a key deposit of \$60.00 on January 12, 2010. The tenants moved from the rental unit on October 30, 2011 and failed to attend the move out inspection scheduled with the landlord for October 31, 2011. The tenants gave the landlord their forwarding address in writing on October 30, 2011.

The landlord testifies that the tenants left a vehicle on the lot without insurance or plates and when they were asked to remove this vehicle they refused to do so. The landlord had the vehicle towed away at a cost of \$99.23. The landlord has provided a receipt from the tow company. The landlord testifies that the tenants told the landlord to take the towing costs out of their security deposit.

The landlord testifies that the tenants failed to leave the rental unit in a clean and sanitary manner at the end of their tenancy. The entire unit had to be professional cleaned and garbage removed at a cost of \$400.00. The landlord has provided a receipt for this work and photographic evidence showing the condition of the rental unit.

The landlord testifies that the tenants failed to clean the carpets and these were left heavily stained and dirty. The landlord had the carpets professional cleaned at a cost of

\$252.00. The landlord testifies that the carpet in the master bedroom could not be cleaned so the carpet and underpad had to be replaced. The landlord testifies that the carpet was only 18 months old and the replacement costs came to \$639.17. The landlord has provided photographic evidence of the carpet and the receipt for replacement in evidence.

The landlord testifies that the tenants had removed the dishwasher from the kitchen and had removed parts from the dishwasher and the washer. The landlord testifies she has no idea why the tenants would have done this as they did not inform the landlords that these appliances were not working. The washer had to have a new timer control, pump assembly and a knob replaced at a cost of \$240.90 and the dishwasher had to have a valve assembly, the pump housing and a fill hose replaced at a cost of \$142.10. The labour costs for this work came to \$160.00 and HST came to \$66.46. The landlord has provided a copy of the receipt for this work in evidence to a total sum of \$608.16.

The landlord testifies that at least 90 percent of the walls and doors in the unit were covered in crayon. This crayon had to be removed and the walls repainted. The labour costs for this work came to \$800.00 and the paint totalled \$178.35. The landlord seeks to recover these costs and had provided photographic evidence a receipt for the labour and materials.

The landlord testifies that the tenants damaged or removed four blinds from the rental unit. These blinds had to be replaced at a cost of \$389.66. The landlord has provided photographic evidence of the damaged blinds and the receipt for replacement blinds in evidence.

The landlord testifies that the tenants did not replace the burnt out light bulbs and the toilets had to be repaired as the inside parts were damaged. The landlord seeks to recover the sum of \$19.96 for this and has provided the receipt in evidence.

The landlord also seeks to recover the cost of processing the photographs used in evidence to show the extent of the damage to the rental unit. The landlord seeks to recover the sum of \$6.32 and has provided the receipt for this processing in evidence.

The landlord seeks an Order to permit them to keep the tenants security deposit of \$650.00 and the key deposit of \$60.00 to offset against the amount claimed for repairs and cleaning.

The landlords seek to recover the \$50.00 filing fee paid for this application from the tenants.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

With regard to the landlords claim, for towing the tenants vehicle; I am satisfied that the landlord incurred this cost during the tenancy and as such I find the landlords may recover the sum of **\$99.23** from the tenants.

With regard to the landlords claim for damage and cleaning; s. 32(2) and 32(3) of the *Act* states: A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. From the undisputed evidence presented by the landlord I am satisfied that the tenants failed to comply with s. 32 (2) and 32(3) of the *Act* and they left the rental unit in a condition that was far from reasonably clean and sanitary and failed to repair the damage to the unit. Consequently

the landlord incurred costs to clean and repair the unit and it is my decision that the landlord is entitled to recover these costs from the tenants for cleaning the unit of \$400.00; carpet cleaning of \$252.00; replacement of a carpet and pad of \$639.17; repairs to the dishwasher and washer of \$608.16; cleaning and painting of the walls of \$978.35; replacement blinds of \$389.66; replacement bulbs and repair of toilets of \$19.96; to a total sum of **\$3,287.30**.

With regard to the landlord claim for costs relating to photographic processing; I find as this is a cost the landlords would not have incurred had the tenants left the rental unit in a clean and undamaged condition that the landlord is entitled to recover this cost of **\$6.32** from the tenants.

As the landlord has been successful with this claim I find the landlord is also entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 72(1) of the *Act*.

A Monetary Order has been issued to the landlord for the following amount:

Towing charges	\$99.23
Damages and cleaning	\$3,287.30
Photograph processing	\$6.32
Subtotal	\$3,392.85
Less security deposit and key deposit	(-\$710.00)
Filing fee	\$50.00
Total amount due to the landlord	\$2,732.84

I have amended the landlord's monetary claim as there was an error in the landlord's calculations on the Monetary Order Worksheet. The landlord had calculated the sums owed at \$3,659.81 when the actual amount when calculated came to \$3,392.85.

Conclusion

I HEREBY FIND in favor of the landlord's amended monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,732.84**. The order must be served on the respondents and is enforceable through the Provincial Court 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: February 06, 2012.

Residential Tenancy Branch