



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNSD and FF

### Introduction

This hearing was convened on the landlord's application of January 11, 2012 for a Monetary Order for unpaid rent and utilities, cleaning and repair of the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenants' security and pet damager deposits in set off against the balance found to be owed.

The landlord noted that, while the rental agreement had named three tenants, she had only been able to locate and serve two of them, one female and one male. As explained to the one male tenant who attended, as the rental agreement was for a co-tenancy, the tenants are jointly and severally liable for any indebtedness arising from the tenancy.

### 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 and pet damage deposit in set off against any balance found to be owed.

### Background, Evidence and Analysis

This tenancy began on April 30, 2010 and ended on or about October 11, 2011 when the tenants abandoned the rental unit without notice, returning the keys or providing a forwarding address. Rent was \$1,687 per month and the landlord holds security and pet damage deposits of \$825 each, paid on April 20, 2010 and May 7, 2010 respectively.

During the hearing, the landlord gave evidence that she had served the tenants with a 10-day Notice to End Tenancy on October 6, 2011 when they had failed to pay the rent due on October 1, 2011.

The landlord stated that, on October 12, 2011, a neighbour advised her office that the subject tenants had been seen moving out of the rental unit. On attending, the landlord found the rental unit abandoned although a number of items had been left behind.

The landlord had locksmith change the locks and left a note on the door for the tenants to contact her if they needed access to the rental unit.

She was contacted the following day by the female tenant who wanted access to retrieve some personal items, and after some difficulty, the parties met at the rental unit on October 18, 2011. The female tenant said she would only be removing her personal items and did not offer to clean the rental unit.

The landlord stated some furniture, small appliances, rotting food and unwanted personal items had been left behind and the rental unit was in severe need of cleaning, painting and repairs.

The landlord has included 50 photographs and receipts in support of the claims submitted on which I find as follows:

**Unpaid rent for October 2011 - \$1,687.** As the tenants abandoned the rental unit without notice and left it in a condition requiring extensive cleaning and repair, this claim is allowed in full.

**Unpaid utilities - \$455.** The attending tenant concurred that this claim was owed and it is allowed in full.

**Refuse removal - \$358.40.** The landlord provided a receipt from a third party service provider for labour for removal of abandoned furniture and refuse. On the basis of the receipt, photographic evidence and a detailed list of the items in question, this claim is allowed in full.

**Dump fees – \$301.06.** This claim is supported by two receipts, one for \$139.78 and the other for \$161.28 dated October 21, 2011. On the basis of photographic evidence and the receipts, this claim is allowed in full.

**General cleaning - \$1,114.75.** This claim was supported by a third party receipt for 44.75 hours work at \$35 per hour. The service provider rated 65 percent of the total billing of \$1,715 to the subject unit and the balance a to the lower unit. I find the rate of \$35 per hour to be substantially higher than the \$20 per hour norm available. Therefore, I am reducing the award on this claim to Employee Time Sheet recording 10 hours cleaning at \$20 per hour. At the 31.85 hours attributed to the subject, I will allow \$637 on this claim. While the attending tenant stated he had been denied the opportunity to clean but the change of locks, he stated that he did not have time to telephone the landlord to request access because he was working 12-hour shifts. I find, therefore, that he would not have had the time to do the extensive cleaning and did not reduce the cleaning claim on that objection.

**Carpet replacement - \$156.80.** The landlord gave evidence that portion of the carpeting in the rental unit was so badly damaged, it required replacement and submits an invoice in support of the claim. However, the landlord stated that the carpet in question was approximately 10 years old. As standard depreciation tables place the useful life of carpeting at 10 years, I find it was fully depreciated and dismiss this claim.

**Painting - \$2,116.80.** This claim is based on apportionment of a billing of \$2520 for the cost of painting the rental unit and was reduced by the landlord by to 75 percent as only that proportion of the rental unit had been freshly painted at the beginning of the tenancy. As standard depreciation tables place the useful life of interior paint at 4 years, and as the tenancy had lasted 18 months, I am reducing this claim further to account for depreciation to 62.5 percent (30 of 48 months) or **\$1,323.**

**Changing locks - \$134.99.** This claim is supported by receipt and the tenant concurred that the keys had not been returned to the landlord. This claim is allowed in full.

**Replace a broken door - \$285.60.** The tenant stated that it was not his doing but he concurred that the door had been damaged to a degree that warranted replacement. The claim is allowed.

**Filing fee - \$100.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the \$100 filing fee for this proceeding from the tenants.

**Security and pet damage deposits (\$1,650), no interest due.** As authorized under section 72(2)(b) of the *Act*, I direct that the landlord may retain the security and pet damage deposits of \$825 each in set off against the balance owed.

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

Unpaid rent for October 2011	\$1,687.00
Refuse removal	358.40
Dump fees	301.06
General cleaning	637.00
Painting	1,323.00
Changing locks	134.99
Replace a broken door	285.60
Filing fee	100.00
Sub total	\$5,282.05
Less retained security and pet damage deposits	- 1,650./00
<b>TOTAL remaining balance owed to landlords by the tenants</b>	<b>\$3,632.05</b>

### Conclusion

In addition to authorization to retain the tenants' security and pet damage deposits in set off, the landlords' copy of this decision is accompanied by a Monetary Order for **\$3,632.05**, 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: March 15, 2012.

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Residential Tenancy Branch