



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damage to the unit, and for money owed or compensation for damage or loss under the Act.

The landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary issue

The landlord testified he served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on January 19, 2012, a Canada post tracking number was provided as evidence.

The landlord testified that the Application for Dispute Resolution and Notice of Hearing were returned by Canada Post on January 29, 2012, and written on the envelope was moved.

The landlord testified that he knows the tenant resides at this residence, as the tenant owns the residence and he recently witnessed him inside the home. Filed in evidence is a current document from land titles, which indicates the tenant is the owner of the property.

I find that the tenant has been duly served in accordance with Section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit?

Is the landlord entitled to a monetary order for compensation for loss under the Act?

Background and Evidence

The tenancy began on October 1, 2009. Rent in the amount of \$700.00 was payable on the first of each month. A security deposit of \$350.00 was paid by the tenant. Tenancy ended on January 31, 2010 in accordance with the Act.

The landlord claims as follows:

a.	Replace locks	\$256.02
b.	Carpet Cleaning	156.45
c.	Cleaning invoice	105.00
d.	Screen claps	3.36
e.	Drain plug kit for bath tub	43.66
f.	Smoke alarm	17.72
g.	Door and labor to paint door	101.07
h.	Bedroom closet plastic slide guide and bi-fold adjuster	9.67
i.	Paint and material	29.89
j.	Grass seed, top soil and labor to fix lawn	93.89
k.	Loss revenue for February and March 2010	1,400.00
	Total claimed	\$2,216.73

The landlord testified at the start of tenancy a move-in inspection was completed with the tenant. However, the tenant did not show at the scheduled time to complete the move-out inspection. The landlord testified he completed the move-out inspection without the tenant. Filed in evidence is a copy of the move-in and move-out inspection report.

The landlord testified the tenant did not return the keys to the rental unit until February 8, 2010 and by that time he had already replaced the deadbolts and keys. The landlord states he is seeking compensation in the amount of \$256.82. Filed in evidence is a copy of the invoice for deadbolts.

The landlord testified the carpets were clean at the start of tenancy and when the tenant left there were many stains on the carpets. The landlord stated he was required to have the carpets cleaned and is seeking compensation in the amount of \$156.45. Filed in evidence is a copy of the invoice for carpet cleaning. Filed in evidence is photographs of the carpets.

The landlord testified the tenant did not properly clean the rental unit and he hired a cleaning company and this company spent three hours cleaning the rental unit. The landlord states he is seeking compensation in the amount of \$105.00. Filed in evidence is a copy of the invoice for cleaning the rental unit. Filed in evidence are photographs of the rental unit, which are dated.

The landlord testified the tenant broke the clips on the screens for the windows. The landlord states he is seeking compensation in the amount of \$3.36. Filed in evidence is a copy of the invoice for the clips for the window screens.

The landlord testified the drain to the bath tub was missing the plug and in order to get a plug that fit, he had to purchase a drain plug kit. The landlord states he is seeking compensation in the amount of \$43.66. Filed in evidence is a copy of the invoice for a drain kit.

The landlord testified the tenant removed a smoke detector and when he found the detector it was broken. The landlord states he is seeking compensation in the amount of \$17.72. Filed in evidence is a copy of the invoice for a smoke detector.

The landlord testified the tenant broke a door in the rental unit and he was required to replace and paint the door. The landlord states he is seeking compensation in the amount of \$66.07 to replace the door and \$35.00 for the one hour it took him to paint the door. Filed in evidence is a photograph of the door.

The landlord testified the plastic slide guide on bedroom closet door was broken and the door adjuster was missing. The landlord states he is seeking compensation in the amount of \$9.67. Filed in evidence is a copy of the invoice to replace the slide guide and door adjuster.

The landlord testified the tenant left nail holes in the wall. The landlord states as a term of the tenancy agreement the tenant was not to use any nails. The landlord states he is seeking compensation in the amount of \$29.89 for paint and material to repair the walls. Filed in evidence is a copy of the tenancy agreement.

The landlord testified the tenant destroy part of the grass alongside the driveway from squeezing his car into the driveway, which one side of the vehicle was on the grass. The landlord states the tenancy agreement states the tenant is not to park in the driveway. The landlord states he is seeking compensation for the grass seed and top soil in the amount of \$23.89 and \$70.00 for the two hours it took him to make the repair. Filed in evidence is a receipt for grass seed and top soil. Filed in evidence is picture of the tenant's car parked in the driveway and on the grass.

The landlord testified that he is seeking loss of revenue for the month of February 2010 and March 2010 for the condition the tenant left the rental unit. The landlord states he is seeking compensation in the amount of \$1,400.00 for loss of revenue.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord was the tenant did not attend at the move-out inspection that was scheduled, and as a result the inspection was done in the absent of the tenant.

The evidence of the landlord was the tenant did not return the keys to the rental unit at the end of the tenancy as required. The evidence was the keys were returned on

February 8, 2010 and the deadbolts to the rental unit had already been changed. Therefore, I find the landlord is entitled to compensation in the amount of **\$256.02** for the cost of the deadbolts.

The evidence of the landlord was the tenant left the carpets stained. The move-in inspection report does not indicate any staining on the carpets at the start of the tenancy. The photographs filed in evidence to support the landlord's claim, shows some staining on the carpets. Therefore, I find the landlord is entitled to compensation in the amount of **\$156.45** for the cost of having the carpets cleaned.

The evidence of the landlord was the tenant did not properly clean the rental unit at the end of tenancy and the cleaning company spent three hours cleaning the rental unit. The photographs filed in evidence to support the landlord's claim, shows the rental needing additional cleaning, such as sweeping, washing the floors and dusting. Therefore, I find the landlord is entitled to compensation in the amount of **\$105.00** for cleaning costs.

The evidence of the landlord was the tenant broke clips on the window screens and he replaced the clips. However, the move-in inspection report does not address the clips on the screens at the start of tenancy. Therefore, I find the landlord is not entitled to compensation to the replacement of the clips.

The evidence of the landlord was the plug to the bath tub was missing and he purchased a drain plug kit. The move-in inspection report does indicate the plug to the bath tub was in the tub at the start of the tenancy. Therefore, I find the landlord is entitled to compensation in the amount of **\$43.66** for the drain plug kit.

The evidence of the landlord was the tenant removed the smoke detector and was found broken. The move-in inspection report does not address smoke detectors, however, I am satisfied by the landlord's evidence that a smoke detector was proved to the tenant and broken by the tenant. I find the landlord is entitled to compensation in the amount of **\$17.72** to replace the smoke detector.

The evidence of the landlord was the tenant broke the door in the rental unit and it cost \$66.07 to replace the door. The move-in inspection report does indicate that there was not damage to doors in the rental unit. The photograph filed in evidence to support the landlord's claim and shows what appears to be a cracked door. Therefore, I find the landlord is entitled to compensation in the amount **\$66.07** to replace the door.

The evidence of the landlord was that he is seeking compensation to paint the door at the rate of \$35.00 per hour. I find that hourly rate to be high and I will only allow \$15.00 to paint the door. Therefore, the landlord is entitled to compensation in the amount of **\$15.00** for painting the door.

The evidence of the landlord was the tenant broke the slide guide on the bedroom closet door and the door adjuster for the door was missing. The move-in inspection

report indicates all there is not damage to closet doors. Therefore, I find the landlord is entitled to compensation in the amount of **\$9.67**.

The evidence of the landlord was the tenant made holes with nails in the rental unit and that the tenancy agreement states no nails.

Clause 5 of the tenancy agreement filed in evidence states no nails or hooks on walls. However, this clause is not initialled by both party and all other clauses have been initialled by both parties. Therefore, I am not satisfied that the tenants agreed to this clause. Further, the landlord's evidence did not suggest the tenant left excessive number of nail holes or large nail holes or used screws or tape. Therefore, I find the landlord has not proven the tenants are responsible for those cost and I dismiss the landlords claim for compensation for paint and materials to fix the holes.

The evidence of the landlord was the tenant squeezed his car into the driveway and as a result his tires destroyed the grass along the driveway. The tenancy agreement filed states "No cars on driveway, parking is on the street (friends and guests) no exception whatsoever" [reproduced as written]. Therefore, I find the landlord is entitled to compensation in the amount of **\$23.89** for grass seed and top soil.

The evidence of the landlord was he is seeking compensation to repair the grass at the rate of \$35.00 per hour. I find that amount to be too much and I will only allow \$15.00 per hour. Therefore, the landlord is entitled to compensation in the amount of **\$30.00** to repair the grass.

I find that the landlord has established a monetary claim of \$723.48 for damage to the unit comprised of the above amounts.

The evidence of the landlord was the tenancy ended in accordance with the Act. However, the landlord claims the rental unit was left in such a condition that he is seeking loss revenue for two month.

In this case, the evidence does not support that the unit was left in such a condition that it would take two months to make the above repairs. The cleaning of the rental unit took 3 hours and the damage was very minimal. Further, the landlord did not mitigate his loss by having the work performed in a timely manner. Therefore, I find the landlord is not entitled to loss of revenue and I dismiss the landlords claim for a monetary order for compensation for loss under the Act.

I find that the landlord has established a total monetary claim of \$773.48 comprised of the above amounts and the \$50.00 fee paid by the landlord for this application

Conclusion

I grant the landlord a monetary order as described in the above amount.

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: April 03, 2012.

Residential Tenancy Branch