



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for damages to the unit, site or property and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Preliminary Issue

The tenant stated that his name on the application is incorrect as his proper name is (name). Therefore, by the consent of the parties the tenants name on the application will be amended. The application will read (proper name of tenant aka name on application).

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to a monetary order for damages to the unit, site or property?

Is the landlord entitled to a keep all or part of the security deposit?

### Background and Evidence

The tenant entered into a co-tenancy agreement on February 15, 2008. Rent in the amount of \$2,150.00 was payable on the first of each month. A security deposit of \$1,075.00 was paid by the tenants. The tenancy ended June 2010.

The landlord claims as follows:

a.	Balance of rent for May 2010 and June 2010 rent	\$2,815.00
c.	Labour for garbage removal	\$2,440.00
d.	Scrap car removal	\$387.50
e.	Floor sander rental, polish, varnish, labour	\$570.79
e.	Material to repair and paint walls	\$81.89
f.	Labour to replace window/door and lock	\$895.00

g.	Labour cost sand floor and shed	\$80.00
h.	Replace laundry tub & install window	\$309.00
i.	Repair bathroom repair, paint walls (labour)	\$560.00
j.	Power washer rental and cleaner	\$36.48
k.	Filing fee	\$100.00
	<b>Total claimed</b>	<b>\$9,681.56</b>

### Rent

The landlord's agent testified that the tenants abandon the rental unit during the month of June 2010.

The landlord's agent testified the tenants did not pay all rent owed for May 2010 and did not pay any rent for June 2010. The landlord is seeking compensation for unpaid rent in the amount of \$2,815.00.

The tenant testified that he left to Alberta some time prior to the June 2010 and does not remember exactly when he left the unit. The tenant stated he does not know when the other tenants left the unit.

The tenant testified that he should not be responsible as he was not living in the rental unit at the time and does not know how much rent was paid by the other tenants.

The landlord's agent argued that there is a co-tenancy agreement and the tenant was not removed from that tenancy agreement. Filed in evidence is a copy of the co-tenant tenancy agreement.

### Dumpster Bins/garbage removal

The landlord's agent testified that the tenants did extensive damage to the rental unit and left a large amount of garbage inside and outside of the rental unit. The landlord's agent stated that he had to hire a company to remove the garbage and it took 122 man hours at the rate of \$20.00 per hour. The landlord is seeking labour cost in the amount of \$2,440.00. Filed in evidence is a receipt for labour costs. Filed in evidence are photographs of the inside of the rental unit and the property surrounding the rental unit.

The landlord's agent testified that he had to pay for the rental of the dumpster bins and the cost of disposing of the garbage. The landlord is seeking the cost of the dumpster's fees and garbage disposal fees in the amount of \$1,405.90. Filed in evidence is a copy of the receipt.

The landlord's agent testified that the tenants left behind an old rusted trailer, which was required to be removed for scrap metal. The landlord is seeking the cost of having the trailer removed and disposed of in the amount of \$387.50. Filed in evidence is a copy of the receipt.

The tenant testified that he was not sure what condition the unit was left in at the end of tenancy.

#### Wood floors

The landlord's agent testified that the hardwood floors had to be refinished at the end of tenancy. The landlord stated the original floor was installed in 1950.

The tenant testified that the floor was in bad shape when they moved into the rental unit.

#### Labour to replace window/door and lock

The landlord's agent testified the tenants deliberately damaged the front door and the back door to the rental unit and both doors needed to be replaced. The landlord's agent stated windows were broken and six pieces of glass had to be installed into the window frames. The landlord is seeking compensation in the amount of \$895.00 to replace the doors and glass. Filed in evidence are photographs of the doors and windows. Filed in evidence is a receipt.

The tenant testified that he was not sure what condition the unit was left in at the end of tenancy.

#### Replace laundry tub & install window

The landlord's agent testified that the tenants deliberately destroy the laundry tub and a window frame in the basement. The landlord stated that the laundry tub was replaced and a new window was installed. The landlord is seeking compensation in the amount of \$309.00. Filed in evidence is a copy of the receipt to repair both items.

The tenant testified that he was not sure what condition the unit was left in at the end of tenancy.

#### Repair bathroom/ repair, paint walls

The landlord's agent testified that the tenants sprayed paint on some of the walls in the unit. Filed in evidence are photographs.

The landlord's agent testified that the tenants did extensive damage to the bathroom, concrete was poured in to the bowl and tank of the toilet, the medicine cabinet was ripped from the wall and there were holes punched in the wall. The landlord stated the invoice for the labour cost in the amount of \$1,160.00 includes work on the carport, which he is no longer requesting compensation. The landlord stated he is seeking compensation in the amount of \$560.00 for the labour cost to repair the bathroom and repair and paint the walls. Filed in evidence is a copy of the invoice.

The landlord's agent testified that he paid \$81.89 for materials to repair and paint the walls.

The tenant testified that he was not sure what condition the unit was left in at the end of tenancy.

#### Power washer rental and cleaner

The landlord's agent testified that the tenants had bottles of urine scattered around the property and there was urine on the sidewalks and stairs. The landlord's agent stated he rented a power washer and purchased cleaner to clean these areas. The landlord is seeking compensation in the amount of \$35.48.

The tenant testified that he was not sure what condition the unit was left in at the end of tenancy.

#### Analysis

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

In this case, the tenant was a co-tenant with two other tenants. The tenant was not removed from the tenancy agreement.

Policy Guideline 13 states - Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement. Co-tenants are jointly and severally liable for any debts or damages relating to the tenancy. This means that the landlord can recover the full amount of rent, utilities or any damages from all or any one of the tenants.

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

#### Rent

The evidence of the landlord's agent was the tenants did not pay all rent owed for May, 2010 and did not pay any rent for June 2010. The evidence of the tenant was that he was not aware of what rent was paid. Therefore, I find the landlord is entitled to compensation for unpaid rent in the amount of **\$2,815.00**.

#### Dumpster Bins/garbage removal

The evidence of the tenant was he was unaware of the condition of the rental unit at the end of tenancy. The evidence of the landlord's agent was a large amount of garbage was left behind. The photographic evidence supports the landlords claim as the picture show a large amount of garbage was left inside and outside the rental unit. Therefore, I find the landlord is entitled to compensation for the labour cost, dumpster bins fees and garbage removal fees in the amount of **\$3,845.90**.

#### Wood floors

The evidence of the tenant was the floor was in poor condition at the start of tenancy. The evidence of the landlord was the floor was the original floor installed in 1950. In the absent of a move-in inspection report, I find there is insufficient evidence to prove the damage exist due the action or neglect of the tenants. Therefore, I dismissed the landlords claim for compensation.

#### Labour to replace window/door and lock

The evidence of the landlord's agent was the tenants deliberately damaged the front and back door of the rental unit as well as broke glass in various windows. The photographic evidence supports the landlords claim. Therefore, I find the landlord is entitled to compensation to replace the doors and the glass in the amount of **\$895.00**.

#### Replace laundry tub & install window

The evidence of the landlord's agent was the tenants deliberately damage the laundry tub and damaged the frame to a bedroom window. The documentary evidence supports the landlords claim. Therefore, I find the landlord is entitled to compensation to replace the laundry tub and the window in the amount of **\$309.00**.

#### Repair bathroom / repair, paint walls

The evidence of the landlord's gent was the tenants deliberately sprayed the walls with paint. The photographic evidence supports the landlord claim. One photograph show the word "nigger jack" sprayed on a wall.

The evidence of the landlord's agent was the tenants did extensive damage to the bathroom, which included ripping the medicine cabinet of the wall, leaving punch holes in the drywall and pouring concrete into the tank and the bowl of the toilet. The

documentary evidence supports the landlord claim that extensive work was performed in the bathroom.

As these were deliberate actions of the tenants, the landlord is entitled to compensation for the labour cost of repairing the bathroom, repairing walls and painting in the amount of **\$560.00**. The landlord is also entitled to the cost of materials to repair and paint the wall in the amount of **\$81.89**.

Power washer rental and cleaner

The evidence of the landlord's agent was the tenants left bottle of urine scattered around the property and urine was on the sidewalks. The evidence was the landlord rented a power washer and purchased cleaner to clean the subject areas. Therefore, I find the landlord is entitled to compensation in the amount of **\$36.48**.

The landlord has established a monetary order in the amount of **\$8,543.27** comprised of the above amounts and the \$100.00 paid to file the application.

I order that the landlord retain the security deposit of \$1,075.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$7,468.27**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for the balance due.

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: May 28, 2012.

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Residential Tenancy Branch