



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlords for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said they served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on April 18, 2012. Based on the evidence of the Landlords, I find that the Tenants were served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Are the Landlords entitled to compensation for the damage and if so how much?
5. Are there other losses or damages and are the Landlords entitled to compensation?
6. Are the Landlords entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on July 13, 2011 as a fixed term tenancy for 6 months and then renewed on a month to month basis. Rent was \$800.00 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$400.00 on July 13, 2011. The Landlords said the Tenants gave notice in February that they were moving out of the rental unit on March 31, 2012. The Landlord said the Tenants moved out on or before March 31, 2012.

The Landlord said that the Tenants did not pay rent of \$465.00 for March, 2012 and the Tenants did a move in condition inspection report, but refused to do a move out condition inspection report. The Landlords said they offered the Tenants 4 or 5 opportunities to do the move out inspection. In addition the Landlord said the Tenants did not fill the heating oil tank as per the tenancy agreement nor did the Tenants fill the propane tank. The Landlords submitted invoices to fill both of the tanks. The Landlord

continued to say that the Tenants did not return the keys so they had to have the locks changed which cost \$192.67 (receipt provided), the Tenants broke the wood stove door which cost \$236.82 to repair (receipt provided), the Tenants removed three electrical extension cords which were replaced at a cost of \$127.08 (receipts provided) and the Landlords had to hire cleaners at a cost of \$212.00 (receipts provided) and clean the unit themselves which they are claiming 6 hours at \$20.00/hour for a total of \$120.00. In addition the Landlords requested to recover the filing fee of \$50.00 from the Tenants for the application costs. The Landlords said their total claim is for \$2,281.78 and they are requesting to retain the Tenants security deposit of \$400.00 as partial payment of the unpaid rent.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the unpaid rent for March, 2012 in the amount of \$465.00.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

I accept the Landlords' testimony and evidence as proof that the losses claimed exist and that the Landlords have verified the losses by providing receipts and invoices for the claims that the Landlords have made. I accept the Landlords testimony that these damages and losses were caused by the Tenants and the costs were reasonable amounts to make repairs to the unit. Consequently, I find the Landlords have established grounds to be awarded the costs for fuel and propane as specified in the tenancy agreement of \$800.91 for fuel oil and \$77.30 for propane. As well, I award to the Landlords the costs of replacing the extension cords of \$127.08, the costs to change the locks of \$192.67, the costs to repair the wood stove door of \$236.82 and cleaning costs of \$332.00.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in payment of the rent arrears. The Landlords will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 465.00
	Utilities fuel oil and propane	\$ 878.21
	Change locks	\$ 192.67
	Replace extension cords	\$ 127.08
	Repair wood stove door	\$ 236.82
	Cleaning costs	\$ 332.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$2,281.78
Less:	Security Deposit	\$ 400.00
	Subtotal:	\$ 400.00
	Balance Owing	\$ 1,881.78

Conclusion

A Monetary Order in the amount of \$1,881.78 has been issued to the Landlords. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

Residential Tenancy Branch