



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR

### Introduction

Some documentary evidence, photo evidence, and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$2469.35.

### Background and Evidence

The applicant testified that:

- The tenants failed to pay the rent for August 2011 and as a result were served with a 10 day Notice to End Tenancy.
- The tenants vacated the rental unit on August 12, 2011 however they were unable to re-rent the unit and therefore lost the full rental revenue for the month of August 2011.

- The tenants only returned one of three keys and therefore the locks had to be changed.
- The tenants also left the rental unit in need of significant cleaning and repairs and therefore they are asking for cleaning and repair costs as follows:

Carpet cleaning	\$134.35
Changing the locks	\$75.00
Building permanent fee required by City due to marijuana grow op	\$50.00
Drywall repairs due to grow op	\$300.00
Cleaning of walls	\$50.00
Truck load of garbage to dump	\$2.00
Freezer to dump	\$8.00
Oil stains on driveway	\$15.00
Female landlords cleaning time	\$300.00
Male landlords cleaning time	\$250.00

Therefore added to the lost rental revenue for August 2011 they are requesting a total order of \$2469.35

The respondent testified that:

- They did not pay the August 2011 rent, however they were given a 10 day Notice to End Tenancy and they complied with that notice, vacating on August 12, 2011, and therefore they do not believe they should have to pay any rent for the month of August 2011.
- The cost of carpet cleaning was already deducted from their security deposit in a previous dispute resolution hearing and therefore should not be part of this claim.
- They also dispute the claim for cleaning as they left the rental unit in a reasonable state of cleanliness and the photos supplied by the landlords could be of some other stove and sink.

- They also should not be charged for re-keying the locks because they left the key for the rental unit on the counter when they moved out. They were given two keys originally, however the only left one.

In response to the respondent's testimony the applicant testified that:

- She agrees that the carpet cleaning was deducted in a previous dispute resolution hearing however she feels the tenant should still be paying for the carpet cleaning as the tenant got double her security deposit in the previous hearing.
- The tenant only left one of three keys, and therefore, for security reasons, they had to change the locks.
- The tenants did not leave the rental unit reasonably clean as you can see from the witness statements provided for today's hearing, and all photos provided were taken in the dispute premises after the tenants vacated.

### Analysis

It is my finding that the tenants are liable for the lost rental revenue for the month of August 2011. The tenants failed to pay the August 2011 rent and as a result were evicted, however this also resulted in the loss the rental revenue to the landlords for the full month of August 2011 and since this loss was caused by the tenants they are liable for that \$1300.00 loss.

I deny the landlords claim for carpet cleaning, because that matter has already been dealt with in a previous hearing.

It is my finding however that the tenants did leave the rental unit in need of significant cleaning and repairs and therefore I have allowed a portion of the landlords claim for that cleaning and repairs. I do not accept the tenants suggestion that some of the photos may have been taken somewhere other than the dispute residence.

The witness statements provided by the landlord make it very clear that this rental unit was left in very poor condition.

The amount I have allowed for cleaning and repairs is as follows:

Building permit required due to grow op	\$50.00
Drywall repairs	\$300.00
Cleaning time for female landlord	\$300.00
Cleaning time for male landlord	\$250.00
Total	\$900.00

I dismissed the landlord's claims for changing locks, fees paid to have walls washed, dump fees, and oil stains on driveway, as the landlords has provided no evidence of having paid these amounts.

### Conclusion

I have issued an order for the respondents to pay \$2200.00 to the applicants.

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: July 25, 2012.

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Residential Tenancy Branch