



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application filed by the landlord seeking the following:

1. A monetary Order for damage to the rental unit;
2. A monetary Order for unpaid rent;
3. An Order allowing the landlord to retain all or part of the security deposit; and
4. Recovery of the filing fee paid for this application.

This matter was originally scheduled to be heard on November 6, 2012 and was adjourned to December 11, 2012.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

The landlord submits that this tenancy began on October 1, 2009. The tenants paid a security deposit of \$514.00 on September 20, 2009. The landlord submits that the tenants vacated the rental unit on August 18, 2012 without notice and slipped the keys through the mailbox of the caretaker's suite. The landlord submits that the tenants rent for August was returned due to insufficient funds and they did not pay September's rent at all. The landlord submitted the following claims:

August rent	\$1,085.00
September rent	1,085.00
Cleaning the Suite	120.00
Carpet Cleaning	162.40
Spraying for pests (fleas from cat)	252.00

Bedroom door repair	43.67
Install door on second bedroom	75.00
Repair 1 hole in bedroom wall	40.00
Replace blinds with missing slats	151.20
Fridge replaced	604.80
Total Damages/Cleaning	\$3,619.07

The landlord says they offered the tenants two opportunities to meet to perform the move-out inspection but the tenants did not attend either appointment. The landlord submitted the report prepared by the landlord themselves.

The landlord says replacing the gasket in the fridge was as costly as replacing the fridge so a new one was purchased.

The landlord submitted a statement of rental account showing that the August rent cheque was returned NSF on August 19, 2012 and that no rent was received for September.

The landlord submitted invoices for repairs and supplies. The landlord says the carpets and blinds were new as noted on the October 2, 2009 move-in report but the carpets were dirty and stained at move-out and the blinds were damaged. The carpet cleaning invoice notes "Double clean/Extremely Dirty – May need third cleaning".

The landlord says that despite there being no pet deposit the tenants had a cat and he rental unit became infested with fleas which had to be treated. The landlord says that neighbours noted seeing at least one cat living in the rental unit.

The landlord says the suite was still vacant as of October 29, 2012 despite their best efforts to re-rent the rental unit. The landlord submitted several advertisements attempting to re-rent the unit. The landlord says that the failure to re-rent the unit was due in part because it was so dirty and had to be treated for fleas.

The tenant pointed to a letter dated August 15, 2012 which he says advised the landlords that they had vacated the rental unit and had provided their forwarding address.

The tenant admits the blinds were damaged (\$151.20). The tenant says that there has been no proof that his August rent was returned due to insufficient funds. He denies that the suite needed cleaning or spraying for pests. The tenant says the fridge gasket

was always broken. The tenant says it is clear that the landlord knew on August 15, 2012 that the tenants had vacated therefore they should have been able to re-rent the premises for September 2012.

Analysis

Overall I preferred the evidence of the landlord which was well documented. I am satisfied with the landlord's ledger that shows that the tenants' August rent cheque was recorded as being returned "NSF".

Further, I am satisfied based on the letter sent by the tenants that they gave notice of their intention to vacate on August 15, 2012 after they had already vacated the rental unit.

As this tenancy commenced on the first day of the month the tenants would have had to give the landlord written notice to vacate by July 31, 2012 in order to vacate by the last day of August. However, having given their notice on August 15, 2012 the earliest date that this tenancy could have ended was September 30, 2012. I therefore find that in addition to owing rent for August as a result of the rent cheque being returned due to insufficient funds, that the landlord is entitled to rent for the notice period that is for September, 2012. Given the advertisements submitted by the landlord I am satisfied that they attempted to mitigate their losses in this regard.

Based on the evidence of the landlord, which I find to be supported by the invoice evidence and the testimony of the landlord and the building manager, I will also allow the following claims:

Cleaning the Suite	\$ 120.00
Carpet Cleaning	162.40
Spraying for pests (fleas from cat)	252.00
Bedroom door repair	43.67
Install door on second bedroom	75.00
Repair 1 hole in bedroom wall	40.00
Replace blinds with missing slats	151.20
Total Damages/Cleaning	\$844.27

I will not allow the landlord's claim for the new fridge as I am not satisfied that she has presented sufficient evidence to show that the fridge had to be replaced rather than repaired. This claim is therefore dismissed.

I will allow the landlord to retain the security deposit in partial satisfaction of their claim and as the landlord has been successful in their claim, I will allow them to recover the filing fees paid for this application.

Calculation of monetary award in favour of landlord:

August 2012 rent	\$1,085.00
September 2012 rent in lieu of notice ¹	1,085.00
Damages and cleaning	844.27
Filing Fee	50.00
Less Security Deposit paid September 20, 2009 (no interest having accrued)	-514.00
Total payable by tenants to landlord	\$2,550.27

Conclusion

The landlord is provided with a monetary Order as set out above. This Order is enforceable as any Order of the Provincial 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*.

Dated: January 07, 2013.

Residential Tenancy Branch

