



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MND, MNSD, and FF

Introduction

The hearing was convened on the landlords' application of December 5, 2012 seeking a monetary award for unpaid utilities, loss of rent, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance.

Claims for an Order of Possession and substitute service were withdrawn as moot as was a claim for "other" which pertained to appliance manuals as the tenant claimed no knowledge of their whereabouts.

In addition, out of expressed consideration for the tenant, the landlords did not proceed with claims for loss of rent of \$1,100 for December 2012, the \$400 cost of replenishing the propane tank to the level it was at the beginning of the tenancy and an insurance deductible. The landlords also noted but did not claim rent waived for the tenant's promise to paint the ceilings or construct a fence, both of which were only partially completed.

Issue(s) to be Decided

This application now requires a decision on whether the landlords are entitled to a monetary award for damage to the rental unit, general cleaning and refuse removal, recovery of the filing fee for this proceeding and authorization to retain the security deposit.

Background and Evidence and Analysis

This tenancy began on December 1, 2011, although, as noted, the tenant was granted possession on or about November 11, 2010 in exchange for painting the ceilings

Rent was \$1,000 per month and the landlords hold a security deposit of \$500 paid on November 9, 2011.

During the hearing, the landlord gave evidence that the tenant abandoned the rental unit on November 17, 2012 without notice after having been served with a one-month Notice to End Tenancy for cause on November 14, 2012.

The parties completed move-in and move out condition inspection reports on November 15, 2011 and December 30, 2012 respectively.

During the hearing, the attending landlord gave evidence that the home had been undergoing renovations from May of 2011 until shortly before the tenant moved in preparation for putting in on the market for sale.

The landlords submitted photographs, receipts and estimates into evidence in support of their claims on which I find as follows:

Replace linoleum in front of kitchen stove - \$387. This claim is made up of \$227 in material and \$160 for labour to replace the kitchen floor - which was brand new at the beginning of the tenancy - because of burn mark in front of the stove. The claim is supported by photographic evidence, an estimate for the flooring from Home Depot for matching linoleum and an estimated eight hours work at \$20 per hour. The tenant stated that the burn mark was a natural occurrence from heat from the stove but the landlord noted that it was about 10 inches away, and the stove had not previously left such marks. On examining the photographic evidence, I find on the balance of probabilities that the burn was much more likely to have resulted from something other than regular use. The claim is allowed in full.

Repair wood trim - \$150. The tenant acknowledged responsibility for trim around the door caused by her dog, but challenged other damage to baseboard, suggesting it may have cracked from excessive humidity in the rental unit. The landlord noted that the claim was only an estimate and the custom made replacement trim was currently being made. On the basis of photographic evidence and the very conservative amount requested, this claim is allowed in full.

Utilities - \$100. The landlord said that she had reduced the rent by \$100 in November 2012 to encourage the tenant to keep the heat on enough to keep the rental unit dry. She stated that when the tenant moved without notice and cancelled her hydro account, the landlord was left with a cost of \$143 to restore and pay for service for the balance of the month. I find that the tenant was responsible for maintaining hydro service in the rental unit and the claim is allowed in full.

General cleaning and refuse removal - \$125. Again, I would note that on the evidence, I find this claim to be abundantly modest and it is allowed in full.

Clean and repaint sun deck- \$100. The landlords submit this claim on the grounds that the tenant stored firewood on the sun deck resulting in stains. The tenant stated there was firewood on the deck when she moved in, but the landlord was adamant that it had never been used as a wood shed. I find the landlord's evidence to be more credible and the claim is allowed in full.

Repaint hallway - \$100. As with other matters in dispute, this claim arises from the landlords' ongoing pleadings with the tenant to maintain the heat high enough to keep the rental building dry as it was situated in a heavily treed and shaded area. The landlord stated that having lived in the home for some time, she had learned that the humidity would rise severely high if the heat was adjusted to low. The landlord said that in a period in which she had previously topped off the propane tank three times at approximately \$400 per fill, the tenant had only done so once. She stated that she had bought the tenant a supplementary infrared heater to facilitate keeping the heat at a reasonable level, but had found it being put to other uses. As to this claim, the landlord said that the hallway required repainting in an area in which the heated portion of the home intersected with a portion the tenant had not properly heated. I accept the landlord's evidence that the claim does not include whiteboard and is based on \$40 for paint and \$60 for four hours labour. It is allowed in full.

Dehumidifier - \$201.59. In an effort to minimize the damage caused by the tenant not keeping the heat sufficiently high, the landlord purchased a humidifier that she said is no longer needed now that she is living in the home. However, as the landlord retains this item, I cannot order the tenant to pay for it. This claim is dismissed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding from the tenants.

Security deposit – \$500. As authorized by section 72(2)(b) of the *Act*, I find that the landlords may retain the security deposits in set off.

As a matter of note, in instances where the landlords have rounded claims or estimated costs, I find that have rounded downward or estimated substantially lower than customary claims for similar work or services. I find that the tenant owes to the landlords an amount calculated as follows:

Replace linoleum in front of kitchen stove	\$ 387.00
Repair wood trim	150.00
Utilities	100.00
General cleaning and refuse removal	125.00
Clean and repaint sun deck	100.00
Repaint hallway	100.00
Filing fee	50.00
Sub total	\$1,012.00
Less retained security deposit (No interest due)	- 500.00
TOTAL	\$ 612.00

Conclusion

In addition to authorization to retain the tenant's security deposit in set off against the balance owed, landlords' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$612.00** for service on the tenant.

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 18, 2013

Residential Tenancy Branch

