



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's father acting as her agent called in and participated in the hearing. The tenants did not call in to participate in the hearing although they were served with the application and Notice of Hearing sent by registered mail to their current residence on February 21, 2013. The tenants refused to accept the registered mail, but their refusal to accept delivery of the application and Notice of Hearing does not constitute a valid reason for failing to attend the hearing and they are deemed to have been served with the Notice of Hearing five days after the date of mailing pursuant to section 90 of the *Residential Tenancy Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Nanaimo. The tenancy began in February 2010. The tenants paid a \$600.00 security deposit at the commencement of the tenancy. The tenants agreed to a two year renewal in February 2012. In December 2012, the tenants gave notice that they intended to move out of the rental unit on January 31, 2013 for health reasons. The tenants did not move out by January 31, 2013 and did not properly clean the rental unit or remove all their possessions from the rental unit.

The landlord claimed the following amounts:

- Carpet cleaning: \$302.40

• 5 days loss of revenue	\$214.29
• Inspection of damaged light	\$57.68
• Parts and labour to repair light	\$131.31
• Repair of ensuite bathroom fan	\$153.35
• Strata fee to remove panels left in garbage:	\$50.00

The landlord's agent testified that the tenant did not clean the carpets and they had to be professionally cleaned; the cleaning was delayed because the tenants did not vacate on January 31st and the landlord had to perform cleanup on February 1st. The landlord claimed five days' of rent because the carpets could not be cleaned until February 5th. The tenant altered an outdoor light fixture. It was left broken and had to be fixed by an electrician. . The tenants installed a privacy screen outside the rental unit and when they moved out attempted to dispose of it by leaving it on top of the strata's garbage bins. The strata corporation has charged the landlord \$50.00 to dispose of the privacy screen.

The landlord's agent said that the new tenant who moved into the rental unit reported that the ensuite bathroom fan did not work. The landlord has had it fixed. The landlord believes that it was broken by the tenants.

Analysis

I find that the landlord's claims should be allowed with two exceptions. The tenant was obliged to clean the carpets at the end of the tenancy and the landlord is entitled to recover the cost of carpet cleaning. The tenants prematurely ended a two year renewal of the tenancy. The landlord was delayed in returning the rental unit to rentable condition and has claimed 5 days lost rent for the delay. I allow the claim for 5 days rent because the landlord could have claimed a larger amount for loss of revenue, but limited her claim to 5 days rent. The landlord is entitled to recover the cost to repair the outdoor light fixture. I award the amount of \$131.31 as claimed, but not the further amount of \$57.68 because that was a wasted expenditure. I do not allow the charge to repair the bathroom fan because it has not been established that the tenants damaged the fan and that it did not need to be replaced due to normal wear and tear. The landlord is entitled to recover the \$50.00 charge levied by the strata corporation to dispose of the privacy screen. The total amount award to the landlord is the sum of \$698.00

Conclusion

The landlord is entitled to a monetary award in the amount of \$698.00. She is entitled to recover the \$50.00 filing fee for this application for a total award of \$748.00. I order that the landlord retain the \$600.00 security deposit in partial satisfaction of this award and I grant the landlord a monetary order for the balance of \$148.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

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: April 16, 2013

Residential Tenancy Branch

