



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords, requesting monetary orders for unpaid rent, for damages to and cleaning of the rental unit, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlords appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlords testified they served the Tenant with the Application for Dispute Resolution, evidence and Notice of Hearing in person on February 18, 2013. The Tenant signed an acknowledgement of receipt at that time. Despite this, the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlords, I find that the Tenant vacated the rental unit sometime in December of 2012. The Tenant did not give the Landlords a written notice she was ending the tenancy as required by the law,

she simply told them she was leaving around the end December, according to the testimony of the Landlords.

The Landlords testified that the Tenant had been behind in rent for several months. The Landlords testified that the Tenant owed \$275.00 in unpaid rent and owed rent of \$625.00 for December of 2012, totalling **\$900.00** in rent owed. The Landlords claim this amount for unpaid rent.

When the Landlords went to the rental unit they found the entry door unlocked, the windows open and water on the floor of the rental unit. The Landlords testified that the pipes in the ceiling of the rental unit had frozen and burst causing a flood and damage to the rental unit.

The Landlords allege that the Tenant left the windows open when she vacated the rental unit. The Landlords allege the Tenant had an unapproved pet cat. The Landlords allege that the rental unit carpets smelled strongly of cat urine and submit that is likely why the Tenant left the windows open – to air out the odour. The rental unit is located in the northern portion of the province, and as this was December, the cold coming in through the windows caused the water pipes to freeze and burst, according to the Landlords' testimony.

The Landlords testified they had to repair and paint the ceiling, fix the broken pipes, repair the drywall and replace insulation.

The Landlords also allege the Tenant had damaged two bi-fold doors, as these were broken off the walls at the hinges. The Landlords testified they replaced these two doors.

The Landlords also had to clean the rental unit and shampoo the carpets.

The Landlords are claiming for the costs to clean and repair the rental unit due to the condition it was allegedly left in by the Tenant. The Landlords are not claiming for their own labour, although they did require assistance for certain items, like lifting the drywall up to the ceiling, and are claiming for this cost.

The Landlords also testified they are not claiming for water damage done to the floor.

The Landlords claim the following amounts:

a.	Unpaid rent	900.00
b.	Bi-fold doors	181.24
c.	Paint, drywall, insulation, plumbing parts	613.39
d.	Casual labour for repairs	120.00
e.	House and carpet cleaning	50.00
f.	Filing fee	50.00
	Total claimed	\$1,914.63

In support of their claims, the Landlords have submitted in evidence copies of a proof of service, the tenancy agreement, a notice of rent increase, a condition inspection report, a 10 day Notice to End Tenancy for unpaid rent dated October 6, 2012, a calculation of unpaid rents, and several invoices and bills related to the repair costs, labour and cleaning.

Analysis

Based on the above, the uncontradicted evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenant has breached section 26 of the Act and the tenancy agreement by failing to pay rent when due.

I find the Tenant breached section 37 of the Act by failing to return the rental unit to the Landlords in a reasonably clean state and undamaged.

I am satisfied by the evidence and testimony of the Landlords that the rent was unpaid as described, and that the Tenant's actions caused damage to the rental unit.

I also find that the cost of repairing the damages to the rental unit has been verified and proven by the Landlords through their evidence and testimony. I find the Landlords acted reasonably in mitigating the losses.

Section 67 of the Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the testimony, evidence, and a balance of probabilities, I find that the Landlords have established a total monetary claim of **\$1,914.63** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlords retain the deposit and interest of **\$300.00** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$1,614.63**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

I find the Tenant breached the Act and tenancy agreement by failing to pay rent when due, and by failing to return the rental unit to the Landlords in a clean and undamaged state.

I allow the Landlords to keep the security deposit in partial satisfaction of the claim, and grant them an order for the balance due of \$1,614.63.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 24, 2013

Residential Tenancy Branch