



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: MND, MNDC & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. At the request of the Tenant I ordered that the hearing set for March 1, 2013 be adjourned. Neither party requested a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on June 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$1000 per month payable on the first day of each month. The tenants paid a security deposit of \$500 and a pet damage deposit of \$250 at the start of the tenancy. The landlords returned those two sums at the end of the tenancy.

The Landlords served a 2 month Notice to End Tenancy on the Tenants that set the end of tenancy for November 30, 2012. The tenants received the equivalent of one month free rent as they are entitled to.

The tenants failed to vacate the rental unit by 1:00 p.m. The landlords gave them an additional 7 hours to move out. The tenants eventually moved out by the evening of November 30, 2012. The tenants acknowledged there was a rust stain on the carpet and they requested they be given additional time to have a carpet cleaner remove that stain. The landlord refused. The tenant testified the friend would have charged \$95 for the removal of the stain. The landlord subsequently paid significantly more for its removal.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$160.60 for the cost of carpet cleaning. The landlord incurred this expense. The tenants failed to have the carpets properly cleaned by the time the tenancy ended. In addition I determined the landlords are entitled to the sum of \$291.20. The tenants

were responsible for the rust stain and they had a obligation to repair that damage prior to leaving if they intended to do so. As a result the landlord has established a claim in the sum of \$451.80.

- b. I dismissed the claim of \$98 for the cost of repairing holes in the side of the kitchen cabinet as this work has not been completed and the landlord failed to prove it amounted to more than reasonable wear and tear.
- c. I dismissed the claim of \$98 for the cost of repairing holes the backsplash of the kitchen counter as this work has not been completed and the landlord failed to prove it amounted to more than reasonable wear and tear.
- d. I dismissed the claim of \$42 for the cost to replace a light cover as the landlord failed to prove the tenant's negligence caused this damage.
- e. The landlords withdrew their claim to unplug the bathroom drain.
- f. I determined the landlords are entitled to \$52 for the cost of repairing the lawn damage.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$545.80 plus the \$50 filing fee for a total of \$595.80.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: May 06, 2013

Residential Tenancy Branch