



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prompton Real Estate Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent or utilities; a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

One of the tenants and an agent for the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The tenants confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

### Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent or utilities?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

### Background and Evidence

The parties agree that this tenancy started on April 01, 2012 for a fixed term that expired on March 31, 2013 with an option to revert to a month to month tenancy. The tenants vacated the rental unit on March 31, 2013 without written notice of their intention to end the tenancy. Rent for this unit was \$1,275.00 per month and was due on the first day of each month.

The landlord testifies that as the tenants failed to provide written notice prior to moving from the unit the landlords were unable to re-rent the unit for April, 2013. The landlord therefore seeks to recover a loss of rent for April of \$1,275.00. The landlord testifies that they only found out the tenants were moving out when the tenants were seen moving their belongings out on March 31, 2013. The landlord testifies that the unit was advertised on the landlord's website and on an internet site and was re-rented for July 01, 2013. The unit was initially advertised for \$1,275.00 and the owner later reduced the rent to \$1,200.00 in order to re-rent it as quickly as possible.

The landlord testifies that the tenants rent cheque for June, 2012 was returned due to insufficient funds (NSF). The landlord has provided a bank notice of this returned cheque showing an amount of \$7.00 was charged to the landlord. The landlord testifies that the landlord seeks to recover the sum of \$65.00 for this NSF fee as stated in the tenancy agreement.

The landlord testifies that the tenants failed to pay the final utility bill for Hydro. The landlord testifies that the tenants had cancelled their Hydro account for the unit and the account was therefore put in the landlord's name. The final bill of \$165.91 was sent to the landlord and a copy of this bill was provided to the tenants in the landlord's documentary evidence

The landlord testifies that the tenants failed to clean the hood fan, failed to replace burnt out light bulbs, left damage to a blind and left some garbage and a crib in the unit at the

end of the tenancy. The landlord testifies that a final clean and touch up painting was also required in the unit. The landlord has provided a copy of the Move in and Move out inspection reports which details that the blinds in the master bedroom require repair, the hood fan requires cleaning, some stickers were left on a mirror, two light bulbs were burnt out and the crib was left in the unit. The landlord also seeks to recover the cost for a replacement fob as one building fob was not returned by the tenants.

The landlord seeks to recover a revised amount for the cleaning and damages as follows:

Hood fan - \$100.00

Burnt out light bulbs X 8 - \$40.00

Paint touch ups, cleaning and removal of garbage and crib - \$351.75.

Blind repair - \$162.75 (revised from \$173.60)

Building fob - \$50.00.

The landlord has provided a receipt from the handyman for \$624.75 of which the landlord seeks to recover an amount of \$351.75, a receipt for cleaning and replacement of bulbs and a quote for the replacement blind in evidence.

The tenant disputes the landlords claim for rent for April. The tenant testifies that they had spoken to the landlord's agent and were verbally informed that the rent would be increased at the end of the fixed term. The tenant testifies that the tenants were unhappy about aspects of the unit and decided that they did not want to remain in the unit. The tenant testifies that they did not understand that they had to give the landlord written notice to end the tenancy.

The tenant testifies that they paid the NSF fee by cheque to the landlord on June 12, 2012 after their first cheque was uncleared by the bank.

The tenant testifies that the Hydro bill in question was not sent to the tenants' by the Hydro Company and the first the tenants knew about the bill was when they received it

in the landlord's evidence package. The tenant does not dispute this Hydro bill or that it relates to their tenancy.

The tenant testifies that at the end of the tenancy they paid a cleaner to clean the unit. If the cleaner missed the hood fan then the tenant is not aware of that. The tenant testifies that she is unsure what garbage the landlord is referring to as no garbage was left at the unit and the tenants had complained to the landlord previously about other people throwing garbage onto the tenants' deck.

The tenant agrees that they did leave a crib at the unit but came back to the unit on April 04, 2013 to get the crib however the tenants found that the fob had been deactivated and they were unable to entry the building. The tenant testifies that the returned on April 06, 2013 to get the crib as arranged but there was no one on the desk to let the tenants in.

The tenant agrees that there was at least one burnt out light bulb in the unit. The tenant also agrees that the blind in the living room as left a little bent. The tenant agrees that they still have the building fob as they did not know where to return it.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. With regard to the landlords claim for unpaid rent; I refer the parties to s. 45(2) of the *Act* which states:

*A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that*

*(a) is not earlier than one month after the date the landlord receives the notice,*

*(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and*

*(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.*

Consequently, I find the tenants failed to provide one clear month's written notice to the landlord and the landlord has therefore established a claim to recover a loss of rent for April, 2013 of **\$1,275.00**.

With regard to the late fee imposed of \$65.00. The *Act* allows a landlord to charge a tenant a fee when a rent cheque is returned NSF if the tenants are informed of this fee in the tenancy agreement. The fee may not exceed \$25.00 in accordance with the *Act*. The tenant argues that they did pay \$65.00 to the landlord on June 12, 2012 however the tenant has provided no evidence to support this despite being given the opportunity to do so. The tenancy agreement does inform the tenants that a NSF fee will be imposed. I find the actual bank charges incurred by the landlord for this NSF fee were only \$7.00. I therefore find the landlord is entitled to recover **\$7.00** from the tenants for the NSF fee incurred.

With regard to the landlords claim for unpaid utilities; the tenant does not dispute that this utility bill relates to their tenancy. I therefore find the landlord has established a claim for **\$165.91**.

With regards to the landlords claim for cleaning; having reviewed the move out inspection report I find the only item documented on this report as unclean is the hood fan. The report also goes on to state that the unit was left clean.

Under the *Act* a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra

cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required and the landlord claim for additional cleaning is denied.

I further find that the move out report shows that only two lights bulbs were burnt out yet the landlord has testified that a further six blubs were found to be burnt out, The landlord has provided no further evidence to support this. The purpose of doing a move out inspection is to detail areas that require attention at the end of the tenancy. If six further bulbs had been burnt out they should have been noted on this inspection report to provide corroborating evidence to support the landlords claim. I therefore limit the landlords claim for light bulbs to **\$10.00**.

The landlord seeks to recover a further amount for paint touch ups and the removal of garbage and a crib. I have no corroborating evidence on the move out inspection report to show that paint touch ups were required or caused by the tenant beyond normal wear and tear. I have no evidence that garbage was left in the unit. The tenant does agree however that a crib was left in the unit which was not removed at the end of the tenancy. I therefore limit the landlords claim to **\$50.00** to remove the crib as this can be considered as abandoned property.

With regard to the replacement blind; I find the landlord has shown that a blind required repair and that a quote was later obtained to replace the blind. The landlord is therefore entitled to recover the amount of **\$162.75** from the tenants.

With regard to the landlords claim to replace a building fob; the tenant agrees that they did not return a fob at the end of the tenancy and continue to have this in their possession. The landlord has not provided a quote or invoice showing the actual cost for a replacement fob and the landlords claim for \$50.00 is therefore denied. However I **Order the tenants** to return this fob to the landlord with seven days of receiving this decision.

As the landlord has been partially successful with this claim, I find the landlord is entitled to recover the **\$50.00** filing fee from the tenants pursuant to s. 7291) of the *Act*. A Monetary Order has been issued to the landlord for the following amount pursuant to s. 67 of the *Act*:

Loss of rent	\$1,275.00
Unpaid utilities	\$165.91
NSF fee	\$7.00
Light bulbs	\$10.00
Crib removal	\$50.00
Replacement blind	\$162.75
Filing fee	\$50.00
Total amount due to the landlord	\$1,720.66

.

#### Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$1,720.66. The order must be served on the respondent and is enforceable through the Provincial Court 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: July 10, 2013

---

Residential Tenancy Branch

