



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Door Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

This is a request for a monetary order for \$1370.16, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$395.00 towards the claim.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the landlord established a monetary claim in the amount of \$1370.16 in damages and unpaid rent?

Background and Evidence

The applicant testified that:

- This tenancy began on October 1, 2011 and at that time a security deposit of \$395.00 was collected.
- The tenants vacated on April 28, 2013, however they failed to pay \$395.00 of the April 2013 rent.
- This unit was also rented as a strictly non-smoking unit, however when the tenants vacated it was obvious the unit had been smoked in extensively as the whole unit smelled strongly of nicotine.

- As a result they had the unit assessed by Restoration Company, and that Restoration Company also made a finding that someone had definitely been smoking in the rental unit.
- The smoke smell was so extensive that it was difficult to get rid of the smell, and as a result extensive cleaning was required.

They are therefore requesting an order as follows:

April 2013 rent outstanding	\$395.00
Ozone and deodorizing treatment	\$108.91
Carpet, furniture cleaning, and ceiling deodorizing	\$287.70
Extensive cleaning of the rental unit including walls etc.	\$315.00
Purchase of baking soda to deodorize	\$13.96
Purchase of cleaning products	\$13.34
Removal of furniture from the rental unit for cleaning purposes	\$236.25
Filing fee	\$50.00
Total	\$1420.16

The respondent testified that:

- They never smoked in the rental unit; they always smoked at the door.
- Any smoked in the rental unit entered through the Windows.
- One of the other tenants also smoked outside their window and that smoke also entered the rental unit.
- There were also exhaust fumes from vehicles that entered the rental unit.
- They therefore do not believe that they are responsible for the smoke smell in the rental unit.
- He admits that they did withhold \$395.00 from their last month's rent, as they believe the landlord would not return their security deposit.

Analysis

I've reviewed the evidence provided, and it is my decision that I will allow the full amount claimed by the applicants.

It's obvious from the evidence presented that this rental unit had an extensive nicotine smoke smell, and I find it very unlikely that it was a result smoke drifting in from outside the rental unit.

Further, the tenant testified that they knew smoke was drifting in their windows when they were smoking, and therefore I fail to see why they would not close the windows if they knew the smoke was entering the rental unit.

I find it more likely that the nicotine odors in this unit were the result of the tenants smoking in the rental unit.

I've reviewed the invoices and costs claimed by the landlord, and I find them all to be justified.

Conclusion

I have allowed the landlords full claim of \$1420.16, and I therefore order that the landlords may retain the full security deposit of \$395.00, and I've issued a monetary order in the amount of \$1025.16.

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: October 22, 2013

Residential Tenancy Branch

