



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlords for a Monetary Order for compensation for cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the tenants' security deposit in partial payment of those amounts. Only the landlords attended the teleconference hearing.

Issues(s) to be Decided

Are the landlords entitled to compensation for cleaning and repairs and if so, how much?

Background and Evidence

The landlord testified that they sent the tenants copies of this application and the evidence by registered mail to their separate addresses on September 20, 2103. Based upon the evidence of the landlords I find that this fixed term tenancy ending on August 31, 2013, tenancy started on March 1, 2013 and actually ended on September 2, 2013 when the tenants moved out pursuant to an Order for Possession dated August 22, 2013. Rent was \$ 1,200.00 per month payable in advance on the 1st day of each month. The tenants paid a security deposit of \$ 150.00 at the beginning of the tenancy. The landlords claimed that the tenants failed to move out at the end of August, left debris, failed to clean and caused damage. The landlords are claiming for the cost of junk removal, cleaning, repairs and loss of rent and revenue as follows:

Replacing bedroom window	\$	140.00
Change locks	\$	125.00
Replacing items removed by tenants (toilet seat, light bulbs etc.)	\$	32.00
Replacing damaged mini blinds	\$	42.00
Hired another resident to help move the tenants	\$	90.00
Repairs to walls (5.5 hours)	\$	165.00
Cleaning unit (6.5 hours)	\$	126.00

Degreasing asphalt	\$	58.00
Carpet cleaning	\$	63.00
Junk removal	\$	100.00

The landlords claimed arrears as follows:

July 2013	\$	314.00
August 2013	\$	550.00

The landlords testified that they lost revenue for the month of September because the unit was not vacated in time and clean and needed repairs. They are claiming for that:

Loss of revenue for September 2103	\$	1,050.00
------------------------------------	----	----------

Analysis

With reference to the proof of service from Canada Post's web site provided by the landlords and the testimony of the landlords, I find that the tenants were served with the Application for Dispute Resolution on September 23, 2013 by registered mail.

The Residential Tenancy Act provides a 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.

I find that the landlords failed to provide sufficient evidence that the tenants consented to paying for the cost of anyone assisting them with moving. Accordingly I have dismissed the claim for \$ 90.00 in that regard. For the balance of the landlords' claims, I find based upon the evidence of the landlords and in absence of any evidence from the tenants that all of the items claimed by the landlords are beyond wear and tear and are reasonably incurred. I find that the landlords have proven a claim totalling \$ 851.00. I find that the landlords have also proven a claim for loss of rent and revenue amounting to \$ 1,914.00. The landlords have proven a total claim of \$ 2,765.00. As the landlords has been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding. I order the landlords pursuant to s. 38(4) of the Act to retain the tenants' security deposit inclusive of interest amounting to \$ 150.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing amounting to \$ 2,665.00.

Conclusion

In summary I ordered that the respondents pay to the applicants the sum of \$ 2,765.00 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 2,815.00. I order that the landlords retain the security deposit amounting to \$ 150 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$ 2,665.00** and a copy of it must be served on the tenants. If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all other claims.

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: December 02, 2013

Residential Tenancy Branch

