



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNR, FF

Introduction

This is an application for a Monetary Order for \$7199.65 and a request for recovery of the filing fee.

A substantial amount of documentary evidence, photo 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

Have the applicants established a monetary claim in the amount of \$7199.65?

Background and Evidence

The applicants testified that:

- The tenants paid a security deposit of \$850.00 on March 9, 2012 and the tenancy began on April 1, 2012 with a monthly rent of \$1700.00.
- By the end of the tenancy the rent had increased to \$1764.60.
- The tenants failed to pay their October 2013 rent and as a result they were evicted through a Writ of Possession, with the assistance of a bailiff.
- The tenants left the rental unit in need of extensive cleaning and repairs and left a large amount of junk at the rental unit that needed to be removed.

- There were holes and scrapes on the walls, there was a thermostat damaged, and the rental unit needed painting.
- The carpets in the rental unit were filthy and the whole rental unit required extensive cleaning.
- They had to pay a substantial amount of money to have the rental unit brought up to the condition it was in when the tenants took possession.
- They also lost the full rental revenue for the month of November 2013 as the unit was not in any condition to rent until the cleaning and repairs had been done.
- At the end of the tenancy there were also curtains and curtain rods missing from two of the bedrooms which had to be replaced.
- The tenants also failed to pay the City of Kelowna water utility bills for the April to June, and July to September billing periods. The tenants were required to pay the water utilities in the tenancy agreement.

The applicants are therefore requesting a Monetary Order as follows:

Water bill for April 1 through June 30, 2013	\$220.99
Water bill for July 1 through Sept. 30, 2013	\$261.47
Cost to file a writ of possession	\$120.00
Bailiff costs	\$236.25
Filing fee for Order of Possession	\$50.00
Filing fee for today's hearing	\$50.00
Cost to photocopy evidence	\$5.90
Cost to copy photo evidence	\$16.46
Cost to serve documents by registered mail	\$12.13
Dump fees to remove garbage	\$30.00
Labor costs to repair and paint walls	\$2000.00
Carpet cleaning	\$86.10
Materials to repair and paint walls	\$470.99
Electrical supplies	\$31.75
Cleaning supplies	\$30.42
Replace missing curtain rods	\$29.10
Replace missing curtains	\$18.89
October 2013 rent outstanding	\$1764.60
November 2013 loss rental revenue	\$1764.60
Total	\$7199.65

The respondent's testified that:

- They had a verbal agreement with the landlords that the landlords would pay part of the water bill due to the cost of watering shrubs, and leaking pipes etc., and the landlords never did pay any of the water bill.
- The landlords did not need to get a Writ of Possession or use the bailiff, as they had a verbal agreement with the landlords that they would be out on October 31, 2013.
- They did leave a large amount of belongings behind, however that is only because the bailiff insisted that they be out by 2:00 PM on October 31 and they did not have enough time to remove everything.
- They only know of one hole in the wall that was caused by a doorknob on the door that did not have a door stop. They are not aware of any other damage or need for painting. They did do some painting however they believe that they are allowed to do painting in the rental unit.
- They moved a thermostat from one room to another so that they could have heat in the room as that thermostat did not work.
- The curtains and curtain rods should have been left in the basement however they may have inadvertently been packed.
- They were unable to completely clean the rental unit due to the fact that the bailiff required them to be out by 2:00 PM on October 31, 2013.

In response to the tenant's testimony the landlord's testified that:

- They never agreed to any deductions from the water bills, the tenants did show them a high water bill; however the tenants also had a large swimming pool.
- They did not have an agreement for the tenant to move out on October 31, 2013, the tenant had told them she would be out, it was not an agreement, and they used the bailiff to ensure that the tenant did vacate as it was already well past the 10 day notice date.

Analysis

It's my finding that I will allow the majority of the landlords claim.

I allow the claim for the outstanding water utility bills, because although the tenants claim there was an agreement that the landlord would pay a portion of those bills, the tenants have no evidence to support those claims.

I also allow the claim for the Writ of Possession and the bailiff. The tenants were given a 10 day Notice to End Tenancy that ended this tenancy on October 22, 2013, and the

tenants did not vacate on that date and therefore it is reasonable that the landlords applied for Writ of Possession and arranged to have bailiff's enforce it.

I also allow the landlords request for the filing fees for both the direct request arbitration application, and for today's application.

I will not allow the landlords claims for photocopying, copying of photographs, or registered mail as those are all costs of the dispute resolution process and I do not have the authority to award costs, other than the above filing fees.

It is also my finding that the tenants are liable for the cost of removing the debris from the rental unit and therefore I allow that portion of the claim. The tenants claim that they were rushed, however they were well past the end of tenancy date and therefore should have been out long before 2:00 PM time on October 31, 2013

It is also my finding that the landlords have shown that the tenants left the rental unit in need of significant repairs, painting and cleaning. The landlords have provided photo evidence that shows that this rental unit was left in poor condition I therefore allow the claims for the labor costs, material costs, carpet cleaning, electrical supplies, and cleaning supplies.

I also allow the claim for the missing curtain rods and curtains, because the tenants were not sure whether or not they had inadvertently packed those when they vacated and since the landlord stated they are not in the rental unit it is my finding that the tenants are liable for the replacement costs.

I also allow the claim for the outstanding October 2013 rent and for the loss rental revenue for November 2013, as this rental unit was not left in rentable condition.

Therefore the total amount of the claim that I have allowed is as follows:

April 1 to June 30, 2013 water bill	\$220.99
July 1 to September 30, 2013 water bill	\$261.41
Cost for Writ of Possession	\$120.00
Bailiff cost	\$236.25
Filing fee for Order of Possession	\$50.00
Filing fee for today's hearing	\$50.00
Dump fees	\$30.00
Labor costs for repairs and repainting	\$2000.00
Carpet cleaning costs	\$86.10

Materials for repairs and repainting	\$470.99
Electrical supplies	\$31.75
Cleaning supplies	\$30.42
Replace curtain rods	\$29.10
Replace curtains	\$18.89
October 2013 rent outstanding	\$1764.60
November 2013 loss rental revenue	\$1764.60
Total	\$7165.10

Conclusion

I have allowed \$7165.10 of the applicants claim, and I therefore order that the applicants may retain the full security deposit of \$850.00, and I have issued a Monetary Order in the amount of \$6315.10.

The remainder of the monetary claim is dismissed without leave to reapply.

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: February 24, 2014

Residential Tenancy Branch

