



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on September 1, 2012 and ended on March 31, 2014. Rent of \$1,600.00 was payable monthly and at the onset of the tenancy the Landlord collected \$800.00 as a security deposit and \$200.00 as a pet deposit. The tenancy agreement provides for a \$25.00 late rent fee. The tenancy included the use of a field for the Tenant’s horses. The Tenants provided their forwarding address in writing on March 31,

2014. The Parties mutually conducted a move-in and move-out condition inspection however the Tenants refused to sign the move-out report.

The Tenants paid rent late for October and December 2013 and January 2014 and the Landlord claims \$75.00 for three late rent fees. The Tenants used a building that was not included with the tenancy to store their belonging. The Landlord told the Tenants to remove the belongings approximately a month prior to the end of the tenancy however nothing was removed until the end of the tenancy. The Landlord claims \$292.00 although there was no loss experienced by the Landlord other than electricity usage.

The Tenant failed to clean the unit or the carpets and the Landlord claims \$370.00 for the cleaning costs. The Tenants were provided with two sets of keys to the unit at the onset and only returned one set at move-out. During the next tenancy one of the Tenants came onto the property to remove articles causing the new tenants to be concerned so the Landlord changed the locks. The Landlord claims \$331.77.

The septic tank became plugged during the tenancy and the repair person informed the Landlord that there was an excessive amount of toilet paper in the system. The Tenants were the only ones who used this system. The Landlord services the system every 6 to 10 years and had previously services the system 4 years prior to the tenancy. The Landlord claims \$157.50 for half the cost of the septic system repairs.

The Tenants had sole use of a fenced area for the horses and the horse damaged the poles on the fence. The Landlord claims \$216.00 to repair the fence. The Tenants removed a water trough at the end of the tenancy and the Landlord claims \$149.00 for the costs to build a new one. The Tenants left the stove element/burner damaged and the Landlord claims \$32.31 for the costs to replace the element. The Landlord withdraws the claims for the costs of boards and flea treatment.

Although the Tenant kept the field cleaned of manure during the tenancy the Tenant failed to remove the manure left at the end of the tenancy and although the Landlord spent 15 hours cleaning the field, the Landlord is restricting the claim to the costs of \$150.00 to hire another person for the remaining 10 hours of cleanup work.

The Landlord made no submissions in relation to a claim for parking costs.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Given the tenancy agreement in relation to late fees and based on the undisputed evidence of three late rent payments, I find that the Landlord has substantiated its claim for **\$75.00**. Based on the Landlord's evidence of no loss other than some electricity costs in relation to the Tenant's use of another building for storage and considering no evidence to support any amount of electrical usage, I find that the Landlord has failed to substantiate the amount claimed and dismiss this claim. Given that the Landlord made no submissions on the claims for parking costs and noting that there does not appear to be any provisions in the tenancy agreement in relation to parking, I dismiss this claim.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Based on the undisputed evidence of the Tenant's damage to the septic system, fence, and stove element and the removal of the trough and considering

the receipts provided on the costs, I find that the Landlord has substantiated its claim to the combined amount of **\$554.81**. Based on the undisputed evidence that the Tenants failed to return all keys provided for the tenancy and considering the invoice setting out the costs paid, I find that the Landlord has substantiated its claim to **\$331.77**. Based on the undisputed evidence that the unit was not left reasonably clean I find that the Landlord has substantiated its claims for the costs to clean the unit, the carpets and the manure in the combined amount of **\$520.00**.

As the Landlord's application has met with substantial success, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,531.58**. Deducting the combined security and pet deposit of **\$1,000.00** plus zero interest from the entitlement leaves **\$531.58** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$531.58**. If necessary, this order may be filed in the Small Claims 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: July 11, 2014

Residential Tenancy Branch

