



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

By amended application the landlords seek a monetary award for unpaid rent, damages for overholding and for cleaning and repair.

### Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlords are entitled to any of the monetary relief claimed?

### Background and Evidence

The rental unit is a four bedroom condominium townhouse. The tenancy started in January 2014. The monthly rent was \$1850.00. The landlords hold a \$925.00 security deposit.

The tenancy was for a fixed, one year term but the tenants met with financial trouble in April or May and the parties signed a mutual agreement to end the tenancy to be effective May 31, 2014.

It is agreed that May rent of \$1850.00 was not paid.

The attending landlord Mr. H. claims the tenants did not return possession until June 3<sup>rd</sup> and seeks damages for that overholding. The tenants say they were out by May 31<sup>st</sup>. The landlords re-rented the premises for June and have received the full month's rent from the new tenants.

The faucet handle to the kitchen tap was broken during the tenancy.

The exterior of the building above the garage door was slightly damaged during move-in. The tenants agree they are responsible but dispute the landlord's requested \$300.00 for anticipated repair.

The landlords claim for cleaning and for removal of mattresses and junk left behind by the tenants and their two roommates.

### Analysis

The landlords are entitled to the May rent of \$1850.00.

I dismiss the landlords' claim for overholding. They've received the full month's rent for June and so even if the tenants were late in leaving, the landlords have not suffered any loss as a result.

I allow the claim for the tap. The tenants should have attended to its repair during the tenancy. Though a "do-it-yourself" landlord might have effected a cheaper repair, the landlords' cost does not seem unreasonable for its replacement. I award the landlords the \$177.12 Canadian Tire expense and the \$150.00 plumber's charge.

That Canadian Tire expenses includes an amount for bulbs. I find that the landlord left the tenants with new bulbs at the start of the tenancy but no ladder to install them. Nevertheless, the bulbs should have been there when the tenants left and so I approve that item in the Canadian Tire receipt.

The landlords claim for professional carpet cleaning. Under the Residential Tenancy Policy Guidelines a tenant will be expected to have the carpets cleaned after a year of occupancy. In this case the tenants occupied the rental unit for only five months and the landlords have not shown why the carpets required cleaning. I dismiss this item.

Similarly, the landlords incurred professional cleaning costs of \$150.00 after the tenants left. Under s. 37 of the *Residential Tenancy Act*, a tenant must leave the rental unit reasonably clean and undamaged but for reasonable wear and tear. The evidence submitted by the landlords fails to show that standard was not met. I dismiss this item.

The landlords' claim for repair to a damaged exterior board above the garage door. Their best repair estimate of \$300.00 come from a verbal statement from someone at the strata council. Such evidence is usually too vague and remote to justify any award. However, in this case the tenants agree to pay a reasonable amount for repair but want to see an invoice for the work. In these circumstances I dismiss the landlords' claim for

repair to the exterior board but with leave to re-apply once the work is complete and an invoice has been presented.

It is apparent that the tenants or their co-occupants left three mattresses and a variety of household implements at the premises. I award the landlords the \$120.00 cost of removal.

### Conclusion

The landlords are entitled to a monetary award of \$2297.12 plus the \$50.00 filing fee. I authorize them to retain the \$925.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenants jointly and severally for the remainder of \$1422.12.

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 18, 2014

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Residential Tenancy Branch

