



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award for unpaid rent and for damages for cleaning and repair.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord is entitled to any of the relief requested.

Background and Evidence

The rental unit is a two bedroom suite. The tenancy started in October 2013 and was to end May 31, 2014. The monthly rent was \$1350.00. The landlord holds a \$675.00 security deposit and a \$675.00 pet damage deposit.

The May rent was not paid and the landlord issued a ten day Notice to End Tenancy. The tenant vacated the premises on or about May 19th. On that day the landlord found the keys in the mailbox along with a note from the tenant authorizing the landlord to keep the deposits in payment of the May rent.

The landlord claims the tenant and her co-tenant Mr. T. C., who is not named as a respondent in this proceeding, damaged a fireplace, left walls in need of repair, permitted a person (the tenant's mother) on the premises who scratched the landlord's car and did not properly clean.

The tenant says she did repair the walls, denies that her mother scratched the car, and that she was directed the landlord not to clean the fireplace area. She says she cleaned the entire home.

Analysis

The May rent was due and owing and the landlord has the tenant's written authorization to keep the two deposits to pay for it. I hereby authorize the landlord to retain the security deposit and pet damage deposit in full satisfaction of her claim for May rent.

The evidence establishes that the tenant is responsible for repair to the fireplace screen and tiling in front of it. The move-in reports shows no damage in that area. The landlord's letter of February 14, sent immediately after an inspection engendered by a smoke alarm incident, shows that there was significant damage and the landlord was holding the tenants responsible. The tenants did not contest liability then nor at this hearing. I find that the landlord's estimates are not unreasonable. I allow her \$850.00 for the brass covering, charred and burned, and for repair of the mantle tiles, plus GST.

The landlord's photos, taken at the end of the tenancy show that the tenants' efforts to repair the walls were substandard. For example, a corner repair was patently crooked and must be redone. Spots were patched but not painted. I allow the landlord \$295.00 as per the quote, for repair and painting of the master bedroom. I allow the GST for this and the fireplace repair in the amount of \$57.25.

I find that some minor cleaning of the stove, fridge and fireplace are required. Having regard to the extent of cleaning shown by the photos, I consider \$100.00 to be an ample award to pay for someone to attend to the cleaning. I consider the hairball found in a screen under the fridge to be insignificant and not representative of general cleaning effort made by the tenants

Last, the landlord claims that on February 11th she found the tenant's mother in garage doing laundry and that the mother had piled clothes on the hood of the landlord's car. She says the woman was holding a key. She asked the tenant's mother to remove the clothing. The landlord says she then examined the hood of her (luxury) car and determined that it had been scratched by the tenant's mother, either with the key or with the clothing.

If that was the extent of the evidence it might be a matter of conjecture whether or not the scratches were made by the mother. However, after the incident the landlord immediately wrote to the tenants, describing the incident and warning that the cost of repair would be their responsibility. Since then and until this hearing the tenants have not challenged that claim and the respondent tenant did not call her mother to give evidence to the contrary. In these circumstances I find that the landlord has proven her claim to car damage on a balance of probabilities.

The landlord claims the full cost of the repairs in the amount of \$680.74. However, it is apparent that her real cost was the \$300.00 deductible she was required to pay. I allow her claim in that amount; \$300.00.

Conclusion

The landlord's claim for May rent is offset by the deposits. I award the landlord the additional amount of \$1603.25 plus the \$50.00 filing fee. There will be a monetary order against the tenant in the amount of \$1652.25.

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

Residential Tenancy Branch

