



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MND, FF

Introduction

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for a monetary order for alleged damage to the rental unit and unpaid rent, for authority to retain the tenants' security deposit and pet damage deposit, and for recovery of the filing fee.

The landlord and the landlords' agent (hereafter "landlord") attended the telephone conference call hearing; the tenants did not attend.

The landlord stated that the tenants were served their application and Notice of Hearing by registered mail on May 27, 2014. The address for service was supplied on a handwritten note, according to the landlords, and that the registered mail envelopes were both returned to the landlords, marked "unclaimed".

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in that tenants' absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Are the landlords entitled to authority to retain the tenants' security deposit and pet damage deposit, further monetary compensation, and to recover the filing fee paid for this application?

Background and Evidence

The landlord submitted that this tenancy originally began on August 1, 2012, that the tenants signed another written tenancy agreement, for a fixed term tenancy starting on November 1, 2013 and ending on April 30, 2014, monthly rent was \$1200, and the tenants paid a security deposit of \$600 and a pet damage deposit of \$300, both of which have been retained by the landlords. The landlords submitted further that the tenants vacated the rental unit on approximately March 17, 2014.

The landlords' monetary claim is for a total of \$3667.14, which includes a total damage claim of \$1131.38 + 12% tax, unpaid rent of \$1200 for March 2014 and loss of rent revenue for April 2014 for \$1200.

The landlords' total damage claim comprises cleaning for \$75, front door screen repair for \$175, blind replacement for \$119.94, drapery dry cleaning for \$128, main bathroom wall repair for \$25, master bedroom carpet cleaning for \$273, utility room repair supplies for \$97.46, a sheet of paneling for \$32.99, lawn maintenance for \$200, and a missing marble coffee table for \$150.

The landlord's relevant documentary evidence included the multiple written tenancy agreements, a detailed move-in and move-out condition inspection report, and a listing of the monetary claim.

In support of their application, the landlord stated that the tenants failed to pay rent for March 2014, and vacated sometime in mid-March, without a proper written notice to the landlords. The landlord stated that the tenants did send an email and provided a phone call.

As to the loss of rent revenue for April 2014, which was the end of the fixed term, the landlord confirmed that they made no attempts to re-rent the rental unit for that month as they were finished with renting.

As to the remaining claims for damage and cleaning, the landlord submitted that the tenants provided their written forwarding address on March 25th or 26th, and that they offered the tenants the opportunity to attend for a final inspection, which was rejected.

The landlord confirmed further that the 25-30 year old house has not been repainted and that they had not supplied proof of their losses or that all the repairs had been completed.

The landlord submitted that the most important items on their damage claim and what they would agree to reduce as their remaining damage claim was the carpet cleaning for \$273, for the lawn maintenance repairman for \$110, and general cleaning for \$75, due to the lack of documentary evidence or proofs of loss.

The landlord submitted that the master bedroom carpet required cleaning, due to the staining and strong dog urine smell, as the tenants failed to shampoo or clean the carpet. Although the landlord did not provide a copy of the receipt, she testified that the payment made was for \$273.

As to the lawn maintenance, the landlord submitted that a large amount of dog feces had to be removed, raspberry bushes had to be chopped down and weeds removed, due to the tenants' failure to provide lawn maintenance, as per the addendum to the written tenancy agreement.

As to the general cleaning, the landlord presented that there was an extensive amount of cleaning which was required at the end of the tenancy, and that a reasonable amount was 3 hours at \$25 per hour.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I find that the tenants owed rent for the month of March 2014, under the terms of the tenancy agreement, and did not pay. I therefore find the landlords are entitled to a monetary award for unpaid rent for March in the amount of \$1200.

As to the loss of rent revenue for April 2014, the landlord confirmed that they did not attempt to re-rent the rental unit for April. Due to this, I find the landlords failed to take reasonable steps to minimize their loss and I dismiss their claim for loss of rent revenue for April 2014, in the amount of \$1200.

As to the carpet cleaning, I find the landlords submitted sufficient evidence to prove that the tenants had pets and that they failed to provide a carpet cleaning or shampoo after this multi-year tenancy ended. I accept the landlords' undisputed evidence that they paid the amount of \$273 for carpet cleaning and I approve their request for that amount.

As to the lawn maintenance, I find the landlord submitted sufficient, undisputed evidence that the tenants failed to maintain the lawn as required in their tenancy agreement, and I approve their claim for \$110.

As to the general cleaning, I find the landlords submitted sufficient, undisputed evidence that the tenants failed to leave the rental unit reasonably clean at the end of the tenancy, and that the landlords were required to provide additional cleaning. I approve their claim for \$75, as I find the amount to be reasonable under the circumstances.

I grant the landlords recovery of their filing fee of \$50.

Due to the above, I find the landlords are entitled to a total monetary award of \$1708, comprised of unpaid rent for March 2014 for \$1200, carpet cleaning for \$273, lawn maintenance for \$110, general cleaning for \$75, and for recovery of the filing fee paid for this application for \$50.

Conclusion

The landlords' application for monetary compensation is granted in part and they have been awarded monetary compensation in the amount of \$1708.

At the landlords' request, I direct the landlords to retain the tenants' security deposit of \$600 and the tenants' pet damage deposit of \$300, in partial satisfaction of their monetary award, and I grant the landlords a final, legally binding monetary order

pursuant to section 67 of the Act for the balance due, in the amount of \$808, which is enclosed with the landlords' Decision.

Should the tenants fail to pay the landlords this amount without delay after being served the order by the landlords, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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* and is being mailed to both the applicants and the respondents.

Dated: October 20, 2014

Residential Tenancy Branch

