



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail to the forwarding address provided by the tenants, the tenants did not participate in the conference call hearing.

The landlord testified that the registered letters were returned by Canada Post marked "moved". The landlord further testified that the tenants had advised that the forwarding address was the address of a friend. Although the tenants did not receive the registered mail, I find that they provided the address knowing that they would not be living there long term and with the expectation that they could retrieve mail from their friend despite living at a different location. I was satisfied that the tenants had been properly served for the purposes of the Act and the hearing proceeded in their absence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The undisputed evidence of the landlord is as follows. The tenancy began in December 2009 at which time the tenants paid a security deposit of \$2,250.00 and ended on October 7, 2014. The tenants were obligated to pay \$3,600.00 per month in rent. I address the landlord's claims and my findings around each as follows:

#### **Rent:**

The landlord seeks to recover rental arrears and produced a promissory note signed by the tenants on October 7, 2013 in which they agreed to pay the landlord \$11,682.00

which represents \$11,613.00 in rental arrears to that date plus \$69.00 in interest. The landlord seeks to enforce this promissory note and claims an additional \$987.00 in rent from October 8-15 as well as an additional \$101.32 in interest. The landlord testified that he was unable to re-rent the unit right away and thought it would be reasonable to charge the tenants rent until mid-month to help cover some of the lost income he suffered.

I am satisfied that the landlord is entitled to recover the \$11,682.00 reflected on the promissory note as this is an amount to which the tenants agreed. However, the parties appeared to have agreed that the tenancy ended on October 7 and I find that the landlord has failed to establish an entitlement to rent or lost income after that date. There is nothing in the Residential Tenancy Act which entitles the landlord to interest on rental arrears and while I will allow the interest represented in the promissory note, I am doing so only because the tenants agreed to that interest. I find that apart from the tenants' agreement, the landlords have no entitlement to interest and I therefore dismiss the claim for additional interest and for lost income after October 7. I award the landlord \$11,682.00.

**Wall repairs:**

The landlord seeks to recover \$300.00 as the cost of repairing walls at the end of the tenancy. The landlord testified that a cork board was installed in one of the bedrooms and that there were an excessive number of holes in the walls as well as a chip in the corner of one wall. The landlord provided an invoice showing that it cost \$300.00 to repair the damage to the walls. I accept the landlord's undisputed testimony and I find that the damage to the walls goes beyond what may be characterized as reasonable wear and tear. I find that the tenants should be held responsible for the cost of repairing the walls and I award the landlord \$300.00.

**Fireplace repair:**

The landlord seeks to recover \$50.00 as the cost of repairing the fireplace at the end of the tenancy. The landlord testified that a corner of the fireplace was broken off. He provided a photograph showing the damage and an invoice showing that he paid \$50.00 for the repair. I accept the landlord's undisputed testimony and I find that the damage to the fireplace goes beyond what may be characterized as reasonable wear and tear. I find that the tenants should be held responsible for the cost of repairing the fireplace and I award the landlord \$50.00.

**Disposal of items:**

The landlord seeks to recover \$352.29 as the cost of disposing of items left behind in the rental unit at the end of the tenancy. The landlord testified that the tenants left a considerable amount of garbage as well as boxes and old furniture which the landlord had to dispose of. He provided photographs of the items left behind as well as invoices for labour (\$200.00), dump fees (\$15.00) and the rental of a trash bin (\$137.29). I accept the landlord's undisputed testimony and I find that the tenants should be held responsible for the cost of removing the items left behind at the end of the tenancy. I award the landlord \$352.29.

**Carpet cleaning:**

The landlord seeks to recover \$625.00 as the cost of cleaning carpets at the end of the tenancy. The landlord testified that the tenants left the carpets unreasonably clean and provided an email from the tenants in which they said the landlord should hire a carpet cleaner and deduct the cost from their security deposit. He provided photographs of the carpet as well as invoices for the cost of cleaning. I accept the landlord's undisputed testimony and I find that the tenants should be held responsible for the cost of cleaning the carpet at the end of the tenancy. I award the landlord \$625.00.

**House cleaning:**

The landlord seeks to recover \$708.75 as the cost of cleaning the rental unit at the end of the tenancy. The landlord testified that the tenants did not clean the unit at the end of the tenancy and provided photographs of the unit as well as invoices for the cost of cleaning. I accept the landlord's undisputed testimony and I find that the tenants failed to adequately clean the unit. I find that the tenants should be held responsible for the cost of cleaning the unit at the end of the tenancy and I award the landlord \$708.75.

**Refrigerator shelves:**

The landlord seeks to recover \$108.77 as the cost of repairing shelves in the refrigerator at the end of the tenancy. The landlord testified that the shelving was broken and cracked in several places and although the tenants had made an effort to glue it back together, it was unsightly and in danger of breaking further. The landlord provided photographs of the refrigerator as well as an invoice for the cost of repair. I accept the landlord's undisputed testimony and I find that the tenants damaged the refrigerator. I find that the tenants should be held responsible for the cost of repair and I award the landlord \$108.77.

**Dishwasher repair:**

The landlord seeks to recover \$115.50 as the cost of repairing the dishwasher. The landlord testified that when new tenants moved into the rental unit, they advised him that the dishwasher made strange noises and that they discovered broken glass in the bottom of the dishwasher. The landlord submitted a copy of an invoice for \$115.50 showing what he paid for a repair. I accept the landlord's undisputed testimony and I find that the tenants damaged the dishwasher. I find that the tenants should be held responsible for the cost of repair and I award the landlord \$115.50.

**Freezer drawer:**

The landlord seeks to recover \$330.39 as the cost of repairing the drawer in the freezer. The landlord testified that when new tenants moved into the rental unit, they advised him that the drawer was cracked and that they were making sure they didn't load it with heavy things as they believed that stressing it would cause it to break. The landlord submitted a copy of an estimate for \$330.39 to repair the drawer. I accept the landlord's undisputed testimony and I find that the tenants damaged the freezer drawer. However, I am not satisfied that the damage to the drawer is anything more than a cosmetic problem and I find that in the absence of evidence showing that the repair is required to allow the drawer to function properly, it would not be reasonable to award the landlord the cost of replacing the drawer. I find that an award acknowledging cosmetic damage is appropriate and I find that \$25.00 will adequately compensate the landlord. I award the landlord \$25.00.

**Garage door opener:**

The landlord seeks to recover \$23.55 as the cost of replacing a garage door opener which the tenants lost during the tenancy. The landlord submitted a copy of an invoice for \$23.55 showing the cost to order the opener. I accept the landlord's undisputed testimony and I find that the tenants lost the garage door opener. I find that the tenants should be held responsible for the cost of replacing the item and I award the landlord \$23.55.

**.Blind repair:**

The landlord seeks to recover \$7.30 as the cost of replacing a window blind which at the end of tenancy was missing the chain and connector. The landlord submitted a copy of an invoice for \$7.30 showing what he paid for the replacement parts. I accept the landlord's undisputed testimony. I find that the tenants damaged the blind and should be held responsible for the cost of repair. I award the landlord \$7.30.

**Filing fee:**

The landlord seeks to recover the \$100.00 filing fee paid to bring his application. I find that as the landlord has been substantially successful in his claim, he should recover the filing fee and I award him \$100.00.

**Conclusion**

The landlord has been successful as follows:

Promissory note	\$11,682.00
Fireplace repair	\$ 300.00
Disposal of items	\$ 352.29
Carpet cleaning	\$ 625.00
House cleaning	\$ 708.75
Refrigerator shelves	\$ 108.77
Dishwasher repair	\$ 115.50
Freezer drawer replacement	\$ 25.00
Garage door opener	\$ 23.55
Window blind repair	\$ 7.30
Filing fee	\$ 100.00
<b>Total:</b>	<b>\$14,048.16</b>

I order the landlord to retain the \$2,250.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$11,798.16. This order may be filed in the Small Claims Division of the Provincial 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: September 22, 2014

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Residential Tenancy Branch

