



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O

Introduction

This is an application for a monetary order for \$2653.00.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established monetary claim against the respondent's, and if so in what amount?

Background and Evidence

The applicants testified that:

- This tenancy began on September 1, 2013 with the monthly rent of \$750.00 and at that time the security deposit of \$375.00 had been paid.
- In early April 2014 the tenants gave notice in writing that they would be vacating at the end of April 2014. The tenant therefore did not give the required one clear month notice.
- When the tenants vacated they left the rental unit in need of significant repairs, there were holes in walls, the rental unit was left dirty, the carpets were left filthy, the stove had a broken oven glass, and the refrigerator door was dented.
- As a result of all this damage they had significant costs for cleaning and repairs, plus they lost one half months rent from the tenant's failure to give the required one clear month Notice to End Tenancy.

They are therefore asking for a monetary order as follows:

Cost of paint and new locks	\$131.95
Cost of photos for evidence	\$81.72
10 hours of cleaning at \$15 an hour	\$150.00
Six hours of carpet cleaning at \$20 an hour	\$120.00
Extensive repairs and yard cleanup 57.25 hours times \$20 an hour	\$1145.00
Purchase of used stove	\$150.00
Purchase of new refrigerator	\$500.00
Loss of one half months rental revenue	\$375.00
Filing fee	\$50.00
Total	\$2703.67

The respondents testified that:

- The rental unit was left in need of significant cleaning and repairs at the end of the tenancy, and the stove to the rental unit did need replacing.
- However they had a verbal agreement with the landlord that they would be allowed to come back into the rental unit and do the repairs.
- They had agreed that they would pay one half months rent so that they could have access to do the cleaning and repairs.
- They also agreed to replace the stove.
- They returned to the rental unit on May 4, 2014 to do the repairs however after they had already started cleaning and doing repairs the landlords came and kicked them out of the rental unit.
- They had one half months rent in their pocket ready to pay the landlord, however since the landlord kicked them out, they did not offer the money to the landlord.
- They had fully intended to replace the stove at that time as well, however when they discovered the landlord had already replaced the stove they phoned and canceled the delivery of the stove.
- Further they are not aware of any damage to the refrigerator and in fact the refrigerator freezer was not functioning properly right from the beginning of the tenancy.
- They therefore feel that since the landlord refused to allow them to do the cleaning and repairs or replaces stove, they should not be held liable for these damages.

Analysis

It is my finding that I do not find the testimony of the tenants to be credible.

First of all the tenants claim that there was a verbal agreement to allow them to come in and clean the rental unit and that they had one half months rent in their pocket ready to pay the landlord, however if this is the case why did they never offer that one half months rent to the landlord, when the landlord told them they did not have the right to be in the unit. The landlord had made it very clear that the tenants were not allowed in the rental unit unless they paid the half months rent, therefore had the tenants paid the half months rent, in all likelihood, the landlords would have allowed them access to do the cleaning and repairs required.

Secondly the tenants also claim that they had purchased a stove to replace the one that was in the rental unit, however again they admit that stove was never offered to the landlords. I find it unlikely that, had the tenants actually purchased a stove to replace the one damaged during the tenancy, they would not have informed the landlords that they had a replacement stove.

Therefore it's my finding that the tenants are liable for the cost of significant cleaning and repairs to the rental unit, however I am not allowing the full amount claimed by the landlord.

I will allow the amount claimed for paint and locks, as the rental unit was in need of significant repairs and repainting, and the tenant admitted that he threw the keys away over the trailer.

I will not allow the claim for photographic evidence, as this is a cost of the dispute resolution process and I do not have the authority to award costs other than the filing fee.

I will allow the claim for cleaning and carpet cleaning as the photo evidence also makes it very clear that this rental unit was left in need of significant cleaning.

I will allow one half the amount claimed by the landlord for repairs. The landlord claims to have done 57.25 hours labor to repair the rental unit, however the landlord has failed to give a breakdown of those hours. I have found that the landlord did have to do significant repairs to the rental unit, however in the absence of the breakdown of the number of hours, as stated above I will only allow one half the amount claimed.

I will also allow one half the amount claimed for the replacement stove. Again the landlord has failed to supply any receipt for the cost of the replacement stove and therefore although I accept that the stove did need replacing, in the absence of a receipt I will only allow one half the amount claimed.

I deny the landlords claim for replacement of the refrigerator. Again landlord has provided no receipts to show that the refrigerator was replaced, nor is there any evidence that shows any significant damage to the refrigerator that would require its replacement.

I will however allow the claim for lost rental revenue for the first half of the month of May 2014 because the tenants did not give the required one clear month Notice to End Tenancy, and as a result the landlords lost the rental revenue for that time period.

Therefore the total amount of the claim that I have allowed is as follows:

Paint and locks	\$131.95
10 hours cleaning	\$150.00
6 hours carpet cleaning	\$120.00
Repairs-labor	\$572.50
Stove	\$75.00
Lost rental revenue	\$375.00
Filing fee	\$50.00
Total	\$1474.45

Conclusion

I have allowed \$1474.45 of the landlords claim, and I therefore Order that the landlord may retain the full security deposit of \$375.00, plus the landlords state that the tenants have a propane credit of \$546.76 which they will use towards the damages, and therefore I will issue an Order to the landlords for the difference which comes to a total of \$552.69.

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: January 26, 2015

Residential Tenancy Branch

