



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing concerns an application by the landlords for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlords attended and gave affirmed testimony. Neither tenant appeared.

The landlords testified that the application for dispute resolution and notice of hearing (the “hearing package”) was served on each tenant by way of registered mail. Evidence submitted by the landlords includes the Canada Post tracking numbers for the registered mail, and the Canada Post website informs that both packages were “successfully delivered.” In the result, I find that both tenants were served with the hearing package in accordance with section 89 of the Act which addresses **Special rules for certain documents**.

Issue(s) to be Decided

Whether the landlords are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Two previous hearings have been scheduled in relation to this particular tenancy.

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on March 03, 2014. Monthly rent of \$700.00 is due and payable in advance on the first day of each month. Neither a security deposit nor a pet damage deposit was collected. The landlords testified that while a move-in condition inspection report was completed with the participation of both parties, the landlords are unable to determine the whereabouts of their copy.

Following issuance of a 10 day notice to end tenancy for unpaid rent on about November 12, 2014, without notice the tenants vacated the unit on December 07, 2014. Thereafter, while some photographs were taken within the unit, a move-out condition inspection report was not completed. The landlords testified that certain cleaning and repairs were required and it was not until February 2015 when new renters were found.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlords, the various aspects of the landlords' application and my related findings are set out below.

\$350.00: retention of security deposit

As no security deposit was collected, this aspect of the application is dismissed.

\$1,500.00: cumulative total of unpaid rent from March 03 to November 30, 2014

\$700.00: unpaid rent / loss of rental income for December 2014

Section 26 of the Act addresses **Rules about payment and non-payment of rent**, and provides in part:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In the absence of any evidence that the tenants had a right under the Act to deduct all or a portion of the rent, and following the issuance of a 10 day notice to end tenancy for unpaid rent in November 2014, after which time the tenants made no further payment toward rent and vacated the unit on December 07, 2014, I find that the landlords have established entitlement to the total amount claimed of **\$2,200.00**.

\$35.00: replacement of new Adirondack lawn chair (removed)

\$120.00: estimated cost for replacement of 2 electric space heaters (removed)

\$60.00: estimated cost for replacement of broken oil filled space heater

\$35.00: replacement of light bulbs

Various, the above items either have or have not been replaced. For those that have been replaced, there are no receipts in evidence. Further, there is no evidence before me in relation the age / condition of the electric space heaters or the oil filled space heater at the time when tenancy began. Further, and as noted elsewhere in this decision, there are no comparative results of move-in and move-out condition inspection reports in evidence. In the result, I find that the landlords have established overall entitlement limited to **\$75.00**.

\$70.00: 2 locking garbage cans (removed)

The landlords testified that these were removed by the tenants without authorization, and that they have not been replaced. In the absence of any documentary evidence to support the estimated value of the garbage cans, I find that the landlords have established entitlement limited to **\$35.00**.

\$325.00: repainting of the bathroom

The landlords testified that the tenants painted the bathroom without authorization in a “bright purple” colour. However, as the new renters found the colour acceptable, the landlords did not undertake to repaint the bathroom. This aspect of the application is therefore dismissed.

\$400.00: cleaning in the unit

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further, section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and....

I note that while there are some photocopies of photographs submitted in evidence, in the absence of the comparative results of move-in and move-out condition inspection reports, or a receipt for the cost claimed, I find that the landlords have established entitlement limited to **\$100.00**.

\$350.00: garbage removal / repairs to miscellaneous damages in the unit

For reasons identical to those set out immediately above, I find that the landlords have established entitlement limited to **\$90.00**.

\$50.00: *filing fee*

As the landlords have achieved some success with the main aspects of the application, I find that they have also established entitlement to recovery of the full filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$2,550.00** (\$2,200.00 + \$75.00 + \$35.00 + \$100.00 + \$90.00 + \$50.00). Should it be necessary, this order may be served on the tenants, filed in the Small Claims 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: July 28, 2015

Residential Tenancy Branch

