



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent and utilities, for the cost of cleaning, repairs, garbage removal and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and utilities, for the cost of cleaning, repairs, garbage removal and the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started in November 2014 and ended some time at the end of February 2015. The monthly rent was \$1,600.00 payable on the first of each month. The landlord stated that there was an addendum attached to the tenancy agreement which addressed the payment of utilities. The landlord testified that he gave the addendum to the tenant with a request to sign and return. The tenant did not return the addendum. The tenant denied having received an addendum to the tenancy agreement.

The landlord stated that the rental unit was located on acreage that had other residential structures. The landlord stated that there was one utility bill for the entire property and the arrangement was that the landlord would cover up to \$800.00 of the bill. If the bill exceeded \$800.00, the tenant was required to pay 50% of the overage. The tenant denied having been given any information on this arrangement. The tenancy agreement and addendum were not filed into evidence.

The tenant agreed that she had received a notice to end tenancy for cause on February 13, 2015. The tenant disputed the notice but moved out prior to the hearing on March 11, 2015.

The landlord stated that the tenant's rent cheque for February 2015 was returned as the tenant had put a stop payment on it. The tenant agreed that she had and stated that since she had moved out on or about February 22, 2015, the landlord could keep the security deposit as rent for part of February.

The landlord stated that the tenant did not return the keys and the tenant stated that she had left them on the counter top. The landlord replaced the locks and is claiming the cost of doing so. The tenant agreed that she left some garbage behind and did not clean the carpets because the unit was dirty at the start of tenancy. The landlord is claiming the cost of a light fixture. The tenant stated that the fixture broke when she attempted to remove it.

The landlord stated that he sent the tenant a request to do a move out inspection and the tenant did not attend. The tenant stated that she received the request after the date of the inspection. The landlord stated that the unit was in need of cleaning and filed photographs to support his testimony. The black and white photographs are not very clear but indicate that the carpet is stained, there are items left under the sink, appliances are dirty, there are scratches to the main door and damage to the kitchen window wall.

The landlord is claiming the following:

1.	Bounced cheque rent for February plus bank charge	\$1,607.00
2.	Replace locks	\$83.97
3.	Clean carpets	\$212.63
4.	Utilities	\$253.62
5.	Garbage disposal	\$24.00
6.	Replace light fixture	\$14.99
7.	Labour	\$210.00
8.	Cleaning	\$150.00
9.	Filing fee	\$50.00
	Total	\$2,606.21

Analysis

1. Bounced cheque rent for February plus bank charge - \$1,607.00

The tenant agreed that she put a stop payment on the rent cheque for February 2015. Since the tenant was in occupation of the rental unit in February, I find that the landlord is entitled to rent and bank charges in the amount of \$1,607.00.

2. Replace locks - \$83.97

The landlord is claiming the cost to change the locks. Section 25 of the *Residential Tenancy Act* states as follows:

Rekeying locks for new tenants

25 (1) At the request of a tenant at the start of a new tenancy, the landlord must

(a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and

(b) pay all costs associated with the changes under paragraph (a).

(2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

The landlord testified that new tenants moved in on April 01, 2015 and therefore the landlord may have had to change the locks anyways. Accordingly, I find that the landlord must bear the cost of replacing the locks.

3. Clean carpets - \$212.63

The tenant agreed that she had not cleaned the carpets because they were not clean at the start of tenancy. The landlord filed a photograph to show that the carpet was stained and a receipt for the cost of cleaning the carpet. I find that the landlord is entitled to his claim.

4. Utilities - \$253.62

The parties disagreed on the payment of utilities. The landlord provided a detailed explanation of how the utilities were shared by the parties occupying the rental property. The tenant denied any obligation to pay utilities. After having heard both parties, I find that I prefer the testimony of the landlord. He is claiming only a portion of the bill that he says is the tenant's share. The landlord filed a copy of the utility bill in the amount of \$1,307.24 for the period of December 2014 to February 2015 and stated that the tenant's share is \$253.62.

I find that the landlord is entitled to his claim.

5. Garbage disposal - \$24.00

The landlord provided photographs and an invoice to prove his claim. The tenant agreed that she left a lounge chair behind but denied having left behind garbage cans. I find that the landlord is entitled to his claim.

6. Replace light fixture - \$14.99

The tenant agreed that she had damaged the light fixture when she removed it. I award the landlord his claim to replace the fixture.

7. Labour - \$210.00

The landlord stated that he spent 3.5 hours doing repairs and is claiming \$210.00 for his time. I find that the landlord is entitled to his claim.

8. Cleaning - \$150.00

The landlord cleaned the rental unit and is claiming \$150.00. The landlord filed photographs to show that the unit required cleaning. Accordingly, I award the landlord his claim of \$150.00.

9. Filing fee - \$50.00

The landlord has proven his claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Bounced cheque rent for February plus bank charge	\$1,607.00
2.	Replace locks	\$0.00
3.	Clean carpets	\$212.63
4.	Utilities	\$253.62
5.	Garbage disposal	\$24.00
6.	Replace light fixture	\$14.99
7.	Labour	\$210.00
8.	Cleaning	\$150.00
9.	Filing fee	\$50.00
	Total	\$2,522.24

I order that the landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy* and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,722.24**.

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: August 14, 2015

Residential Tenancy Branch

