



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they received the landlord's application and evidence. The landlord received part of the tenants' application. The tenants confirmed that they sent their written summary to the Branch but did not serve it on the landlord. I informed the parties that I would not accept any documents not served on the other party, but it was open to the tenants to give their summary through oral testimony. Both parties were given full opportunity to give affirmed testimony and present their admissible evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?
Should the security deposit be doubled?

Background and Evidence

The tenancy began on February 14, 2014, with monthly rent of \$1,000.00 payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$500.00. On February 13, 2014 the landlord and the tenants carried out a joint move-in inspection and signed the condition inspection report. At the end of September 2014 or the beginning of October 2014, the landlord received the tenants' notice to vacate, as well as their forwarding address. The tenancy ended on October 31, 2014.

On February 25, 2015 a hearing convened pursuant to an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenants called in to the teleconference hearing. On that date the landlord stated that they wished to withdraw their application and re-apply claiming a higher amount. The

arbitrator allowed the landlord to withdraw their claim at that time. The landlord filed their new application on March 18, 2015.

Landlord's Claim

In this application, the landlord has claimed compensation of \$5,952.50, as follows:

- 1) \$1,000.00 in lost revenue for November 2014 – the landlord stated that on October 6, 2014 they retrieved from their mailbox the tenants' notice to vacate by October 31, 2014. The landlord stated that they advertised but could not re-rent the unit for November because it was a terrible mess;
- 2) \$89.09 for locks and cutting keys for new locks – the landlord stated that the tenants did not return all of the keys;
- 3) \$94.50 for carpet cleaning;
- 4) \$5.00 for landfill dumping fee;
- 5) \$126.00 for professional suite cleaning;
- 6) \$408.53 for screen repair and door replacement;
- 7) \$1,356.80 for carpet replacement in the master bedroom – the landlord stated that the carpeting in the master bedroom had excessive pet damage and could not be cleaned, so it had to be replaced;
- 8) \$523.95 for window coverings – the landlord submitted that the tenants had taken down some vertical blinds that then became damaged and could not be repaired or cleaned;
- 9) \$868.24 for wall repair, painting and supplies – the landlord submitted that the walls were scraped and damaged, and there were large holes which had to be filled, then the walls required priming and repainting;
- 10) \$60.60 for base and trim boards and Goo-Gone;
- 11) \$1,250.00 for 46 hours of the landlord's labour, at \$25.00 per hour – the landlord submitted that they spent 46 hours painting; prepping for painting, cleaning and repairs; removing garbage; cleaning inside the unit and on the rental property; and installing new base and trim boards;
- 12) \$69.29 for photocopying, photo development and registered mail costs for the dispute resolution hearing; and
- 13) \$100.00 for recovery of the filing fee for the cost of this application.

In support of their claim, the landlord submitted invoices and receipts; photographs of dirty and damaged areas of the unit; and an email statement, dated April 9, 2015, from a witness who indicates that the photographs were taken on October 31, 2014, after the tenants vacated, and in the rental unit at that time there was a horrendous stench and animal feces all over the floor. The landlord stated that took time to get people in to the rental unit to do repairs and cleaning.

Tenants' Response

The tenants stated that they placed their notice to vacate and their forwarding address in the landlord's mailbox on September 27, 2014, and therefore the landlord would have been deemed to have received their notice on September 30, 2014.

The tenants acknowledged that the suite was left dirty when they vacated; however, they disputed the extent of the landlord's claim. The tenants stated that they only took down the blinds in the living room, and the landlord had given them permission to do so. The tenants stated that the holes in the walls were normal wear and tear, and the screen and door that the landlord claimed compensation for were not indicated on the move-in inspection report. The tenants stated that there was not cat feces as indicated in the landlord's photograph – rather, it was a hairball. The tenants acknowledged the oil stain but stated that it was not on the landlord's property. The tenants questioned the landlord's witness's statement and noted that the receipts are all dated for weeks after they moved out.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows.

Landlord's Monetary Claim

I find that the landlord is entitled to lost revenue for November 2014, on the basis that the rental unit was in a dirty, damaged state. It is clear that the landlord advertised to re-rent and showed the unit in October 2014. The tenants acknowledged that they left the unit in a dirty condition. Whether the landlord did all cleaning and repairs in the first week of November 2014 or not, it may not have been possible for them to re-rent the unit for any portion of that month. I therefore grant the landlord **\$1,000.00** in lost revenue for November 2014.

I find that the landlord has provided sufficient evidence to establish entitlement to items (2) through (10) of their claim. If there was damage to the screen or other items in the rental unit at the outset of the tenancy, the tenants ought to have ensured that the damage was noted on the move-in condition inspection report. I accept the landlord's extensive and well-documented evidence, including a written statement from the carpet cleaner, that the carpet in the master bedroom could not be cleaned and needed to be replaced. Whether or not the tenants had permission to take down some of the window coverings, they needed to also properly store the coverings to prevent them from becoming damaged, and it is clear from the photographic evidence that they did not. The landlord's evidence showed areas where the tenants had installed shelving with large screws that left holes after they were removed, and it would have been necessary for the landlord to fill the holes and then prime and repaint the walls. I therefore grant the landlord **\$3,532.71** for these items.

I find the landlord's claim for 46 hours of labour at \$25.00 per hour to be unreasonable. The landlord claimed for and has been granted labour costs for professionals to clean and repair. At least some of the landlord's labour may have been done more quickly by professionals, and the

landlord was only prepping and assisting for much of this work and therefore a rate of \$25.00 per hour for that work is not reasonable. I therefore grant the landlord a nominal amount of **\$250.00** for their labour.

The landlord is not entitled to costs associated with the dispute resolution process, aside from the filing fee. As their application was mostly successful, I grant the landlord recovery of their **\$100.00** filing fee.

Security Deposit

In the hearing that convened on February 25, 2015, the landlord withdrew their application in its entirety, including their application to keep the security deposit. Therefore, it is as though the landlord did not make the application to keep the deposit. The tenancy ended on October 31, 2014, and the landlord failed to return the deposit or make an application to keep the deposit within the required timeframe, and therefore the tenants are entitled to double recovery of the security deposit, in the amount of **\$1,000.00**.

Conclusion

The landlord is entitled to **\$4,882.71**. The tenants are entitled to **\$1,000.00**. I grant the landlord an order under section 67 for the balance due of **\$3,872.71**. This order may be 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: September 15, 2015

Residential Tenancy Branch

