



# Dispute Resolution Services

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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 or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part 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 the notice of hearing (the “hearing package”) was served on each tenant by 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 “unclaimed by recipient” and “successfully returned to the sender.” Based on the affirmed / undisputed testimony of the landlords, I find that the tenants have been served in accordance with sections 89 and 90 of the Act which address, respectively, **Special rules for certain documents** and **When documents are considered to have been received**.

### Issue(s) to be Decided

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

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on or about July 01, 2013. Monthly rent of \$1,400.00 was due and payable in advance on the first day of each month, and a security deposit of \$700.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Following notice given by the tenants, tenancy ended on or about July 01, 2015. The landlords testified that while a move-out condition inspection was scheduled for July 01,

2015, the tenants did not appear. Thereafter, another move-out condition inspection was scheduled for July 06, 2015; while both parties attended, not all unit keys were returned to the landlords and the tenants declined to affix their signatures to the move-out condition inspection report. The tenants provided their forwarding address on this occasion, and it is documented on the move-out condition inspection report.

The landlords originally filed the application for dispute resolution on July 15, 2015, and it was subsequently amended on August 26, 2015. In summary, the landlords seek miscellaneous compensation for labour and materials arising from certain cleaning and repairs required at the unit following the end of tenancy.

### Analysis

At the outset, the attention of the parties is drawn to section 37 of the Act which addresses **Leaving the rental unit at the end of tenancy**, 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
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

The various aspects of the landlords' application are set out below.

\$114.00: *labour for interior cleaning*  
\$133.00: *labour for exterior cleaning*  
\$155.00: *(\$75.00 + \$80.00) 2 trips to the landfill*  
\$100.00: *labour for replacement of 4 deadbolts*  
\$15.00: *labour for replacement of toilet seat*  
\$25.85: *GST assessed on all of the above*  
\$89.56: *cost of new deadbolts, including applicable tax*  
\$21.27: *cost of new toilet seat, including applicable tax*  
\$260.58: *unpaid utilities*

Based on the documentary evidence and the affirmed / undisputed testimony of the landlords, I find that the landlords have established entitlement in the total amount claimed above of **\$914.26**.

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**\$50.00:** *filing fee*

As the landlords have succeeded with the principal aspects of the application, I find that the landlords have also established entitlement to recovery of the filing fee.

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**Total entitlement: \$964.26** (\$914.26 + \$50.00)

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I order that the landlords may retain the tenants' security deposit in the full amount of **\$700.00**, and I grant the landlords a **monetary order** for the balance of **\$264.26** (\$964.26 - \$700.00). I find that no interest has accrued on the security deposit from the time when it was collected at the start of this tenancy, to the date of this decision. In this regard the attention of the parties drawn to the "interest rate calculator" which is accessible on the Residential Tenancy Branch website.

As a result of some apparent misunderstanding and / or incomplete information, the landlords earlier reimbursed a portion of the security deposit to the tenants in the limited amount of \$33.95. The landlords testified that the cheque does not appear to have been cashed. In light of the net compensation found owing to the landlords, presumably the landlords have the option of putting a stop payment on the aforementioned cheque.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$264.26**. 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: November 17, 2015

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Residential Tenancy Branch

