



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenants by registered mail on July 20, 2015, comprised of one registered mail package for each tenant. The landlord provided two registered mail tracking numbers in evidence and confirmed that when the packages were tracked online, the packages were both shown as "successfully delivered" on July 21, 2015. The landlord testified that the packages were addressed to the tenants' forwarding address provided in writing by the tenants in an e-mail dated July 8, 2015. Based on the above, I accept that the tenants were served as of July 21, 2015, when the registered mail packages were successfully delivered to both tenants.

Preliminary and Procedural Matters

During the hearing, the landlord requested to reduce items #9 and #10 of his monetary claim from \$2,367.01 to \$100.01 as the landlord made an insurance claim due to the damages to the rental unit and that he received compensation from the insurance company in the amount of \$3,267.00, although had to pay a \$1,000.00 deductible to the insurance company. The amount of \$100.01 was explained by the landlord as follows:

\$3,267.00 cheque from insurance company
- \$1,000.00 insurance deductible paid by the landlord
<hr/>
\$2,267.00
- \$2,367.01 which were the original combined amounts being claimed for #9 and #10
<hr/>
\$100.01 being claimed by the landlord for items #9 and #10

I find that a reduction of the landlord's claim does not prejudice the tenants and permit the landlord to reduce his claim for items #9 and #10 to \$100.01 pursuant to section 64(3) of the *Act*.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damage deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on October 1, 2014, and was scheduled to revert to a month to month tenancy after September 30, 2015. Monthly rent in the amount of \$1,200.00 was due on the first day of the month. A security deposit of \$600.00 and a \$600.00 pet damage deposit were paid by the tenants, which the landlord continues to hold.

The landlord's reduced monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning supplies	\$50.09
2. Re-key dead bolts to rental unit	\$118.66
3. Odour treating paint	\$30.88
4. Bleach and paint roller kit	\$18.79
5. Replace missing toilet seat	\$49.59
6. Paint primer and related products	\$132.52
7. Dumping fee	\$15.00
8. Cleaning labour fees	\$200.00
9. Carpet replacement	\$100.01(see preliminary matters)
10. Labour to install carpets	
11. Labour to remove old carpets, paint floors/walls/ceilings	\$500.00
12. Dumping fee for old carpets and underlay only	\$18.40
13. Loss of rent for July 2015 due to condition of rental unit and significant repairs required	\$1,200.00
TOTAL	\$2,433.94

The landlord testified that the carpets in the rental unit were less than one year old at the start of the tenancy and that the paint in the rental unit was less than six months old when the tenancy began.

Regarding item 1, the landlord referred to the condition inspection report and photos submitted in evidence and a receipt in the amount of \$50.09 in support of this portion of the landlord's claim.

Regarding item 2, the landlord testified that the tenants did not return the rental unit keys at the end of the tenancy. The landlord referred to the condition inspection report submitted in evidence and a receipt in the amount of \$118.66 in support of this portion of the landlord's claim.

Regarding item 3, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$30.88 in support of this portion of the landlord's claim.

Regarding item 4, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$18.79 in support of this portion of the landlord's claim.

Regarding item 5, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$49.59 in support of this portion of the landlord's claim.

Regarding item 6, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$132.52 in support of this portion of the landlord's claim.

Regarding item 7, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$15.00 in support of this portion of the landlord's claim.

Regarding item 8, the landlord referred to the condition inspection report, photos and a receipt submitted in evidence in the amount of \$200.00 in support of this portion of the landlord's claim.

For items 9 and 10, the landlord referred to the condition inspection report, photos and receipts submitted in evidence in the amount of \$1,770.19 and \$596.82 in support of these portions of the landlord's claim. As mentioned above, the insurance company amount has been deducted from the amount that the landlord is claiming against the tenants for this portion of the landlord's claim.

Regarding item 11, the landlord stated that while he was not charging for his own labour to repair the rental unit which was three times the amount of labour he is claiming against the tenants for in item 11, the landlord is claiming \$500 for 25 hours of labour at \$20.00 per hour that he paid another person to assist in disposing of carpets, cleaning and painting the floors, walls etc. after the tenants' pet had urinated all over the rental unit. The landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$500.00 in support of this portion of the landlord's claim.

Regarding item 12, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$18.40 in support of this portion of the landlord's claim.

Regarding item 13, the landlord is claiming for loss of \$1,200.00 for July 2015 rent as the tenants vacated the rental unit on July 2, 2015 and according to the landlord's undisputed testimony the tenants left the rental unit damaged, extremely dirty and in such a poor condition that it could not be re-rented in July 2015. The landlord described the rental unit left by the tenants as having a horrible smell and damages that were in need of repair before it could be re-rented.

Analysis

Based on the evidence presented and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

Landlord's claim for cleaning costs – I find that the condition inspection report submitted in evidence supports that the rental unit required significant cleaning at the end of the tenancy. Section 37 of the *Act* states:

Leaving the rental unit at the end of a tenancy

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.

[my emphasis added]

Based on the above, I find the tenants breached section 37 of the *Act* by failing to leave the rental unit in reasonably clean condition at the end of the tenancy. Given the above, I find the landlord has met the burden of proof in proving all costs related to cleaning the rental unit.

Remainder of landlord's monetary claim – I find the landlord has provided sufficient evidence to support his entire monetary claim, which includes a comprehensive condition inspection report, receipts, photos, and undisputed testimony which supports the landlord's entire claim. Therefore, I find the landlord has met the burden of proof and is entitled to the full amount of his total claim which total **\$2,433.94**, and includes the cleaning costs referred to above.

As the landlord's application had merit, I grant the landlord the recovery of the filing fee in the amount of **\$50.00**.

I find the landlord has established a total monetary claim in the amount of **\$2,483.94** for items 1 to 13 inclusive, comprised of \$2,433.94 in cleaning costs, costs to repair damages caused by the tenants, and loss of July 2015 rent of \$1,200.00, plus the

recovery of the \$50.00 filing fee. The landlord continues to hold the tenants' security deposit of \$600.00 and pet damage deposit of \$600.00, neither of which have accrued any interest to date.

I authorize the landlord to retain the tenants' full security deposit of \$600.00 and full pet damage deposit of \$600.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of **\$1,283.94**.

Conclusion

The landlord's application is successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of \$1,283.94. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 18, 2015

Residential Tenancy Branch

