



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNSD, FF

Introduction

This is an application brought by the Landlord requesting a Monetary Order in the amount of \$2915.68, and recovery of her \$50.00 filing fee. The applicant is also requesting an Order to retain the full security deposit towards this claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Both parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that the tenant vacated the rental unit pursuant to an Order of Possession, however the tenant was supposed to be out of the rental unit by October 11, 2015 but did not vacate the rental unit until October 14, 2015.

The applicant further testified that the tenant left the rental unit in need of significant cleaning and repairs.

The applicant further testified that she had to pay \$300.00 to hire 4 men and a truck to remove all the junk that was left behind by the tenant.

The applicant further testified that 37.5 hours of cleaning was required, and therefore she is requesting an Order for \$825.00, to cover the cost of cleaning and cleaning supplies.

The applicant further testified that the microwave oven door handle had been broken off during the tenancy, and the cost to replace that microwave was \$378.88.

The applicant further testified that the tenant broke a pantry door, and as a result that door had to be replaced at a cost of \$104.85.

The applicant further testified that there were holes punched in the drywall of the rental unit, and the cost to repair the drywall is \$300.00.

The landlord further testified that the master bedroom light fixture was broken and almost all the screens in the rental unit were broken and the cost to repair the light fixture and screens was \$181.95.

The landlord further testified that the tenant had a shipping container sitting on the asphalt during the tenancy and when the shipping container was removed there were large dents in the asphalt that had to be repaired at a cost of \$50.00.

The landlord further testified that the tenant broke two glass panels out of a French door and as a result the door will have to be replaced or repaired at a cost of \$125.00.

The landlord further testified that, since the tenant failed to vacate on the date of the Order of Possession, she is requesting an Order for \$600.00 for overholding.

The landlord further testified that the tenant was ordered to pay the filing fee from a previous hearing and has failed to do so, in the amount of \$50.00.

The landlord further stated that she is requesting an Order for the tenant to pay \$50.00 the filing fee for today's hearing as well.

Therefore the total amount claimed by the landlord is as follows:

Removing abandoned items	\$300.00
Cleaning and supplies	\$825.00
Replace microwave oven	\$378.88
Replace damaged pantry door	\$104.85
Drywall repair	\$300.00
Replace light fixture and screens	\$181.95
Repair damage from shipping container	\$50.00
Repair damaged French doors	\$125.00
Charge for over holding	\$600.00
Filing fee from previous hearing	\$50.00
Filing fee for this hearing	\$50.00
Total	\$2965.68

The tenant testified that he did leave some belongings behind because he was forced to vacate the rental unit very quickly under an Order of Possession, and as a result did not have time to remove all his items. He further stated however, that he does not believe the landlord has removed the items.

The tenant testified that he was unable to clean the rental unit to his normal standard as well due to having been rushed out of the rental unit under an Order of Possession.

The tenant testified that the microwave handle broke under normal use and therefore he believes it is normal wear and tear.

The tenant testified that the pantry door pin came off under normal use and the door itself is not damaged.

The tenant further testified that he can only recall one hole in the drywall however again he was unable to repair that hole due to being rushed out of the rental property under an Order of Possession.

The tenant testified that he has no idea what the landlord is talking about with regards to a broken light fixture and damaged screens.

The tenant testified that he did have a shipping container on the rental property, however the landlord had agreed to allow him to put the shipping container there, and therefore he should not have to pay for any damage caused by the shipping container.

The tenant further testified that the French door glass panels simply fell out under normal use and therefore this is just normal wear and tear.

Tenant further testified that he did not move on the date of the Order of Possession, however he moved out of the rental unit as quickly as he could.

In response to the tenant's testimony the landlord testified that the original eviction notice was for August 31, 2015 and therefore the tenant had plenty of time to be packing all the belongings and move out of the rental property.

The landlord further testified that she did remove the majority of the tenants junk from the rental property, there is only one shelf left in the garage which was not removed.

The landlord further testified that the microwave oven was new, one year before the tenant moved into the rental property, and therefore it is unreasonable that it should be broken under normal use.

The landlord further testified that the bifold door was not just a pin coming loose, the door itself was split.

The landlord further testified that glass panels do not just fall out of a French door under normal use and it's obvious that those panels had been knocked or kicked out.

The landlord further stated that she believes her photo evidence clearly shows the condition in which the rental unit was left and supports her claim for damages.

Analysis

It is my decision that the landlord has established the full amount claimed against the tenant, except the claim for recovery of the filing fee from a previous hearing, and I have also reduced the amount allowed for the tenant over holding for three days.. The landlord already has an Order for the filing fee from the previous hearing and I am therefore unable to issue a second Order for the same thing. With regards to the charge for over holding, I have divided the rent by the number of days in the month and then multiplied by the three days of overholding, and therefore have only allowed \$148.55.

I have viewed the photo evidence supplied by the landlord and combined with the landlords testimony it's my finding that the landlord has clearly shown that this rental unit was left in need of significant cleaning and repairs.

The tenant has argued that he was unable to properly clean and repair the rental property due to having to leave the rental unit on short notice under an Order of Possession, however the landlord's Notice to End Tenancy ended the tenancy on August 31, 2015 and therefore, since the tenant did not know whether or not the Notice to End Tenancy would be canceled, or upheld, the tenant should have been preparing to vacate well before the date of the Order of Possession. I therefore do not accept the tenants excuse for failing to properly clean and repair the rental unit.

Further, I do not accept the tenant's claims that the damage to the rental property was mainly normal wear and tear. I find it unlikely that the microwave oven door handle simply fell off or that the glass panels in the French doors simply fell out, I find it more likely that the damage was caused by abuse on the part of the tenant.

Further, just because the landlord allowed the tenant to put the shipping container in the driveway does not mean the tenant is not liable for any damage caused by the shipping container.

Therefore the total amount of the landlord's claim that I have allowed is as follows:

Removing abandoned items	\$300.00
Cleaning and supplies	\$825.00

Replace damaged microwave	\$378.88
Repair damaged pantry door	\$104.85
Drywall repair	\$300.00
Repair light fixture and screens	\$181.95
Repair shipping container damage	\$50.00
Repair glass French doors	\$125.00
Over holding charge	\$148.55
Filing fee	\$50.00
Total	\$2464.23

Conclusion

I have allowed \$2464.23 of the landlords claim and I therefore Order that the landlord may retain the full security deposit of \$625.00, and pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$1839.23.

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: June 21, 2016

Residential Tenancy Branch