



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. A monetary Order for damage to the unit - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlords obtained the residential address of Tenants FF and DF from these Tenants. The Landlord never received a forwarding address from Tenants MF and NW and do not know the residential address of these Tenants. The Landlord served each of the Tenants with the application for dispute resolution and notice of hearing by registered mail to the address provided by Tenants FF and DF.

Section 89 of the Act provides that a landlord may serve a tenant with the application for dispute resolution in person, to the tenant’s residential address or to the forwarding address provided by the tenant. As the Landlord did not serve Tenants MF and NW as required under the Act I dismiss the claims against these Tenants with leave to reapply.

The Tenants did not participate in the hearing. The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Tenants leave the unit unclean and with damages?

Is the Landlord entitled to the costs claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on November 1, 2015. Rent of \$1,500.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$750.00 as a security deposit and \$750.00 as a pet deposit. On April 13, 2016 the Landlord obtained an order of possession for the unit and a monetary order for unpaid March 2016 rent. The Tenants moved out of the unit on April 15, 2016. The tenancy agreement provides that the Tenants will pay for the water, sewer and garbage collection costs. The Parties mutually conducted a move-in inspection with a completed report and copy given to the Tenants. The Landlord offered the Tenants two opportunities for a move-out inspection, in person, by phone, by text and by notice on the door of the unit and the Tenants did not attend the inspection that the Landlord finally conducted. The Landlord provided copies of the inspection reports.

The Tenants paid no rent for April 2016 and left the unit unclean and damaged to the extent that it took until April 30, 2016 to make the unit ready for the next rental. The Landlord claims \$1,500.00.

The Tenants failed to pay the water, sewer and garbage collection costs and the Landlord claims \$161.09 and \$93.89. The Landlord provided invoices for this claim.

The Landlord claims \$24.64 for the cost of photos provided as evidence for the dispute. The Landlord claims \$240.00 for wages lost when the Landlord was trying to carry out the move-out inspection.

The Tenants left the unit unclean and damaged and the Landlord claims as follows, with invoices provided:

- \$200.00 for the cost to repair a broken floor joist. The Tenants informed the Landlord that the floor joist was damaged by one of the Tenants in January 2016 when this Tenant jumped repeatedly on the floor;
- \$231.84 for the cost to replace a closet door that was missing at the end of the tenancy. This door was 8 years old;
- \$275.78 for the cost of a new door, the frame, and supplies to replace a door in the garage, the frame around which was damaged by the dog. This door was 8 years old and the costs to purchase both the door and frame was cheaper than the cost for just the frame;
- \$14.17 and \$26.88 for the cost of additional supplies to seal the door;
- \$147.42 for the cost to rescreen the patio door and garage window that were left damaged by the Tenants;
- \$61.59 for the cost to replace a deadbolt that was damaged by the Tenants' dog;

- \$47.95, \$258.84, and \$47.96 for the cost of painting the unit that was left with the smell of smoke. The unit walls were last painted in 2011 or 2012;
- \$41.99 for the cost of weather stripping around a door that was damaged by the Tenants' dog;
- \$100.00 for the cost of the Landlord's labour to repair the door in the garage. The Landlord's labour is charged at \$25.00 per hour for 4 hours;
- \$415.77 for the cost of cleaning the unit and the carpets that were left unclean by the Tenants;
- \$213.42 for the cost of replacing the locks and deadbolts in the unit as the Tenants failed to return all the keys and had been seen accessing the unit after they moved out apparently to obtain their mail. The new tenants were concerned about security.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the rent payable and the Tenant's move out date I find that the Landlord has substantiated its claim for **\$1,500.00** in unpaid rent. Given the undisputed terms of the tenancy agreement in relation to utilities payable, the undisputed evidence of non-payment of utilities and the provision of the invoices I find that the Landlord has substantiated its claim to **\$161.09** and **\$93.89** for unpaid utilities.

As the Act does not provide for compensation in relation to costs of the dispute proceedings including the provision of evidence I dismiss the claim for the costs of the photos provided as evidence in these proceedings. As the Landlord is not entitled to compensation for carrying out its obligations under the Act I dismiss the claim for its wages lost in carrying out the move-out inspection.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and 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. Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenant left the unit unclean and with damages and that the Tenant failed to return all of the keys to the rental unit. Given the invoices and particulars setting out the costs, I find that the Landlord has also substantiated the costs claimed in the amount of **\$2,083.61**.

As the Landlord's application has been primarily successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,938.59**. Deducting the combined pet and security deposit of **\$1,500.00** plus zero interest leaves **\$2,338.59** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest of \$1,500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$2,338.59**. If necessary, 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: July 4, 2016

Residential Tenancy Branch