



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not attend, although they were served with the application and Notice of Hearing by registered mail sent on April 4, 2016. The landlord also served the tenants with his evidence package by registered mail

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the security deposit?

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy began on April 1, 2015 for a one year term. Monthly rent was \$1,149.00, payable on the first of each month. The tenant paid a security deposit of \$574.50 at the beginning of the tenancy.

During the tenancy the landlord noticed that the tenants had caused significant damage to the rental unit. On December 21, 2016 he wrote a letter to the tenants setting out his concerns. The landlord mentioned the presence of a strong odour of marijuana in the unit and reminded the tenants that it was a non-smoking unit. He noted that there was significant damage to the laminate flooring and the baseboards, all of which were brand new when the tenancy began. The landlord said there was a large number of marks dents and discolouration to the paintwork throughout the rental unit and that it was freshly painted before the tenancy began. He also noted that the screens in the living room had small holes, likely caused by the tenants' cat. The kitchen light switch was broken as well.

The landlord also received complaints from the manager of the strata corporation about bylaw infractions by the tenants who left an unlicensed and uninsured motor vehicle parked in a stall.

The tenants moved out at the end of the fixed term of the tenancy agreement. The landlord attempted to schedule a condition inspection in consultation with the tenants. The tenants would not agree to either of the two proposed times. The landlord gave the tenants written notice of a final opportunity to participate in a condition inspection on March 23, 2016. The landlord conducted a move-out inspection in the absence of the tenant on April 1, 2016. The landlord set out a detailed statement of defects and damage to the rental unit in the condition inspection report. He also submitted more than 200 photographs showing the condition of the rental unit. As well the landlord provided evidence on DVD consisting of audio recordings.

The landlord testified that the rental unit was fully renovated and in brand new condition when the tenancy started. When the tenancy ended the rental unit was not cleaned. The kitchen was dirty and the stove was covered in grease. The floor was irreparably damaged and extensive repainting was needed to fix the numerous marks, gouges, scratches and discolouration throughout the rental unit. The landlord spent considerable time and effort to obtain the most reasonable quotes for supplies and repairs to the rental unit. The tenant was able to repair damaged screen instead of replacing them. He hired a driver and vehicle to pick up supplies including flooring, paint and cleaning supplies and transport them to the rental unit.

The landlord set out his claims in a monetary order worksheet as follows:

• #1 Flooring materials:	\$1,802.71
• #2 Labour flooring:	\$1,548.00
• #3 paint supplies:	\$512.81
• #4 Labour to paint:	\$493.75
• #5 cleaning supplies:	\$58.56
• #6 labour to clean:	\$400.00
• #7 damaged missing blinds:	\$172.34
• #8 labour to re and re blinds:	\$30.00
• #9 damage patio door and window screens:	\$83.64
• #10 labour to install/repair:	\$150.00
• Payment for labour and mileage to pick up supplies \$18 + 42.50:	\$222.50
• Light bulbs:	\$20.46
• Missing heater:	\$79.51
• Missing microwave:	\$138.03

Total: \$5233.39

The landlord submitted invoices for all of his claimed expenses. The tenant's claim as set out in his application for dispute resolution was in the amount of \$8,279.02. The landlord testified at the hearing that he was able to reduce the amount of his claims by repairing rather than replacing some items and by finding less expensive materials and labour in other cases.

Analysis

Based on the landlord's undisputed evidence including the detailed photographic evidence and itemization of all purchases and expenditures and payments, I find that the landlord is entitled to a monetary award in the amount claimed for the cost to clean and repair the rental unit in order to clean and rectify damage that exceeded reasonable wear and tear by the tenants and to replace missing items removed by the tenants. The landlord is entitled to recover the \$100.00 filing fee for his application for a total award of \$5,333.39. I order that the landlord retain the security deposit of \$574.50 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$4,758.89. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's claim has been allowed in the amount stated.

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 24, 2016

Residential Tenancy Branch

