



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$2249.93.

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.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicants testified that when the tenants vacated they left the carpets in the rental unit in a very dirty and stained condition and as a result the carpets had to be cleaned.

The applicants further testified that the tenants failed to do any cleaning whatsoever in the rental property, and left significant damages, that included holes in drywall broken closet doors broken or missing light fixtures, and not all keys were returned.

The applicants further testified that the tenants left an excessive amount of garbage and junk behind at the end of the tenancy which all had to be removed to the landfill, and that took a total of 42 man-hours to do so.

The applicants further stated that, in an attempt to keep from paying the full rent, the tenants also claimed that there was a bed bug infestation, and therefore they arranged for a bed bug inspection by a pest-control company, and that company found no evidence of bedbugs whatsoever, and therefore they believe the tenant should be paying for that bed bug inspection.

The applicants further testified that as a result of the tenants failure to remove all their belongings, and failure to clean and repair the rental unit, they were unable to re-rent the unit for the month of March 2016, and therefore lost the full rental revenue for that month.

The applicants are therefore requesting a monetary order as follows:

Carpet cleaning	\$100.00
Cost to mail arbitration papers	\$21.00
Costs for materials for cleaning and repairs	\$242.68
Landfill charges	\$54.60
42 hours of labor at \$12.00 per hour	\$504.00
Cost of bed bug analysis	\$173.25
Cost of photographs for evidence	\$9.40
Lost rental revenue for March 2016	\$1045.00
Filing fee	\$100.00
Total	\$2249.93

The respondents testified that they were unable to do any cleaning or carpet cleaning at the rental property because they had been ordered to vacate with an order of possession and the landlord was threatening to enforce that order with the Sheriff.

The respondents also testified that when they vacated they did not take their furniture because they feared that it was infested with bedbugs, since the landlord had failed to take any action when they complained about bedbugs or when they showed him the numerous bed bug bites they had received. They further stated that they had to treat the bed bug infestation themselves.

The respondents further testified that they did not remove all their belongings to the dump either because of two reasons, first of all the landlord was threatening them with the Sheriff and therefore they had to move as quickly as they could, and secondly they couldn't afford the cost of removing their belongings to the dump.

The respondents further testified that they caused no damage to the rental unit other than a scrape on the wall and a doorknob hole in the wall. They further stated that the light fixtures were not damage whatsoever and the landlord has simply removed light fixtures for the photos to make it seem that they caused damage.

The respondents further testified that, they do not believe they should have to pay for any bedbug testing, because the only reason there was no bed bugs found during the testing is that they had dealt with the bed bug infestation themselves due to the landlord's failure to respond.

The respondents further testified that they do not believe they should have to pay for any lost rental revenue for the month of March 2016 because they vacated the rental unit, under threat of the Sheriff, by February 29, 2016.

In response to the tenants testimony the landlord reiterated that the tenants did not vacate the rental unit on February 29, 2016, they did not personally vacate until March 4, 2016, and as stated previously they still left the rental unit in need of significant cleaning, repairs, and junk removal, making it impossible to re-rent the unit in the month of March 2016. The landlord further stated that no lights were tampered with to produce photo evidence.

Analysis

It is my finding that the landlords have established the majority of their claim against the tenant as the tenants left this rental unit in need of significant cleaning and repairs. I do not accept the tenants excuse for not doing the cleaning and repairs, because a two day order of possession was issued against the tenants on February 17, 2016 and therefore the tenants had ample time before the end of February to remove their belongings and clean the rental unit.

I also do not accept the tenants claim that the landlord has falsified the photo evidence.

It is my decision therefore that I will allow the landlords claims for cleaning, carpet cleaning, repairs, and labor as these are all costs the landlords would not have incurred had the tenants left the rental unit in proper condition.

I also allow the landlords claim for lost rental revenue for the month of March 2016 because, even if the tenants vacated on February 29, 2016 as they claim, they still left the rental unit in need of significant cleaning, repairs, and junk removal, and I therefore find it very unlikely that the landlords would have been able to re-rent the unit for the month of March 2016.

I will not allow the landlords claims for mail costs for delivering arbitration papers or the cost of photo evidence as these are costs of the dispute resolution process, and I do not have the authority to award costs, other than the filing fee.

I also will not allow the landlords claim for the cost of the bed bug analysis because it is reasonable for tenants to request a bed bug inspection if they believe they are being affected by bedbugs, and it would be the landlord's responsibility to pay for that inspection, whether bed bugs are found or not. The landlord claims that the tenants fabricated the bed bug issue, however there is insufficient evidence to support that claim.

Having allowed the majority of the landlords claim however, I will allow the claim for recovery of the \$100.00 filing fee.

Therefore the total amount of the landlords claim that I have allowed is as follows:

Carpet cleaning	\$100.00
Cost of materials for cleaning and repairs	\$242.68
Labor for cleaning and repairs and junk removal	\$504.00
Landfill costs	\$54.60
March 2016 lost rental revenue	\$1045.00
Filing fee	\$100.00
Total	\$2046.28
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Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have allowed a total of \$2046.28 of the landlords claim and have issued a monetary order in that amount.

The remainder of this claim is dismissed without leave to reapply.

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: December 08, 2016

Residential Tenancy Branch