



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, 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 damage to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution, notice of hearing and all evidence (the “Materials”) by registered mail on March 14, 2019 in accordance with Section 89 of the Act. The mail was sent to the forwarding address provided by the Tenants at the end of the tenancy and as noted on the move-out inspection report. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on March 19, 2019.

The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Landlords entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement originally started on June 1, 2017. At the outset of the tenancy the Landlord collected a security deposit of \$1,000.00. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenants. A second tenancy agreement was entered into with a start date of June 24, 2018 to end June 24, 2019. The security deposit was carried over for this tenancy. Rent of \$2,080.00 was payable on the first day of each month. The Tenants moved out of the unit sometime in September 2018 but did not return any keys. On October 1, 2018 the Tenants attended the move-out inspection with the Landlord, the report was completed and the Tenants provided their forwarding address to the Landlord on the report. The Tenants signed their agreement on the move-out report for the Landlord to retain the full security deposit against the damages noted on the report.

The Landlord states that the Tenants were required to pay for their own utilities including heating oil and water. The Tenants paid for some of the utilities directly to the utility providers during the tenancy and by the end of the tenancy owed arrears for the oil and water utilities. The Landlord claims \$255.00 for the oil and \$278.98 for the water and provides bills for their claims.

The Landlord states that the Tenants failed to maintain the yard and the Landlord claims \$600.00 for this cost of remove garden debris, to pressure wash the driveway, to remove brushes and brambles, and to cut back shrubs. The Landlords were unable to point to a term of the tenancy agreement requiring this work by the Tenants.

The Landlord states that the Tenant failed to leave the unit clean at the end of the tenancy and the Landlord claims \$735.00 as the costs for that cleaning done by the Landlord and a 3rd party. The Landlord submits a detailed description of the cleaning and repair work undertaken to remedy the unit, including the washing and painting of the walls. The Landlord states that the walls were heavily marked with writing and

excessively dirty. The Landlord states that as the marks could not be removed by washing they had to paint the walls.

The Landlord states that the Tenants were required to maintain the yard and garden. The Landlord states that the Tenants left the yard unkempt requiring the Landlord to. The Landlord claims \$600.00 for its cost to clean the yard and driveway.

The Landlord states that the Tenants left the unit with damage, failed to return the keys to the unit and claims for repairs with receipts provided as follows:

- \$288.75 for the replacement of 2 door locks that were left damaged, the rekeying of 2 door locks and the replacement of security belts. The Landlord states that the locks and security belts were new in approximately 2009;
- \$45.88 for the material cost to replace damaged element rings that were new at move-in;
- \$21.23 for the materials cost to replace a damaged hinge on a bathroom cupboard door that was new in 2005;
- \$10.36 for the plywood material used to replace a bedroom shelf;
- \$7.59 for the material cost to replace a damaged bath fixture;
- \$54.93 and \$93.21 for the paint supplies to paint the walls.

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. 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. As nothing in the tenancy agreement or Act requires the Tenants to maintain the yard I find that the Landlord has not substantiated that the

Tenants breached a term of the tenancy agreement or the Act. I therefore dismiss the claim for \$600.00.

Based on the Landlord's undisputed evidence that the Tenants were required to pay for utilities and that the Tenants paid some utility costs during the tenancy leaving arrears owing at the end of the tenancy I find that the Tenants were required to pay the utilities. Given the evidence of the Landlord's bills I find that the Landlord has substantiated an entitlement to **\$255.00** for the oil and **\$278.98** for the water.

Based on the Landlord's undisputed evidence of the state of the unit, including the supporting evidence of the move-out report, I find that the Landlord has substantiated its claim of **\$735.00** for cleaning and repairs, **\$148.14** for the paint supply costs of, **\$45.88** to replace element rings, **\$10.36** for the plywood costs, **\$7.59** for cost to replace the bath fixture, and **\$21.23** for the cost to replace a hinge.

Based on the Landlord's undisputed evidence that no keys were returned to the unit and the evidence of the damage to the doors, I find that the Landlord has substantiated **\$288.75** for the key and lock costs.

As the Landlord's application has met with substantial success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,890.93**.

Deducting the security deposit plus zero interest of **\$1,000.00** leaves **\$890.93** owed by the Tenants.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$890.93**. 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 Act.

Dated: May 22, 2019

Residential Tenancy Branch