



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation, compensation for damages and unpaid rent, to retain the security deposit and pet damage deposit towards compensation owed, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

One of the Landlords was present for the hearing while no one called in for the Tenants. The Landlord was affirmed to be truthful in her testimony and stated that the Tenants were each served by registered mail at the forwarding address provided by the Tenants. The Landlord confirmed that the packages sent to the Tenants included the Notice of Dispute Resolution Proceeding package and a copy of the Landlords’ evidence.

The Landlords provided the registered mail information and the tracking numbers are included on the front page of this decision. Entering the tracking numbers on the Canada Post website confirms that the packages were both delivered on August 12, 2019. Therefore, I find that the Tenants were served in accordance with Section 89 of the *Act* on this date.

I have considered all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Are the Landlords entitled to monetary compensation, compensation for damages, and/or compensation for unpaid rent?

Should the Landlords be authorized to retain the security deposit and/or pet damage deposit towards compensation found to be owing?

Should the Landlords be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Landlord provided undisputed testimony on the tenancy which was confirmed by the tenancy agreement that was submitted into evidence. The tenancy began on November 1, 2018. Rent in the amount of \$1,500.00 was due on the first day of each month. The Tenants paid a security deposit of \$750.00 and a pet damage deposit of \$750.00, both of which the Landlords still hold. The tenancy was on a month-to-month basis.

The Landlord testified that the Tenants provided notice on June 3, 2019 that they would be moving out at the end of the month. However, the Landlord stated that since less than a month notice was provided, the Tenants were informed that they may still owe rent for July 2019. The Landlord stated that they attempted to find new tenants for July 1, 2019 by advertising on many local websites and through social media, however were unable to find someone. The Landlord stated that the Tenants moved out gradually over a period of about two weeks beginning on July 1, 2019. The Tenants provided their forwarding address on July 19, 2019.

The Landlords have claimed for compensation in the total amount of \$3,643.92. This includes compensation for unpaid rent for July 2019 in the amount of \$1,500.00. The Landlord stated that they did not receive any amount of rent for July 2019 despite conversations with the Tenants about rent being due on July 1, 2019 and the Tenants staying in the rental unit beyond this date. The Landlord stated that the Tenants did not pay any amount towards July 2019 rent and therefore they are seeking \$1,500.00 that was due on July 1, 2019.

The Landlords have also claimed \$500.00 as compensation for vehicle storage and damage to the internet cables. They stated that they realized the internet in the home was not working and discovered that the Tenants had ripped out the wires which were located in the rental unit. The Landlord stated that the police attended the home upon their first entry as they had seen damage to the rental unit through the windows.

The Landlord testified that it took 3-5 days to have a technician come to the property to restore the internet service due to the damage to the cables. She also noted that the Tenants left their vehicle on the premises until August 22, 2019 when it was finally removed. She stated that the \$500.00 claimed is due to the hassle of not having internet which impacted their ability to work at home, as well as the amount of time waiting for the internet technician to arrive. The Landlord also stated that they rent out other parking spaces at \$100.00 per month and therefore used this amount to estimate the cost of vehicle storage as well.

The Landlord submitted a copy of an email from the internet company dated July 14, 2019 which confirms that the technician completed the repairs on July 11, 2019.

The Landlords submitted a copy of a move-in condition inspection report which was signed by both parties on October 30, 2018. The Landlord stated that they contacted the Tenants multiple times to complete a move-out inspection but never heard back. As such, they stated that they entered the rental unit after posting a notice to enter and took photos and videos. They stated that the photos submitted were taken on July 23 and July 25, 2019.

The Landlords have also applied for compensation in the amount of \$483.92 for the replacement of a door. She stated that one of the Tenants came home intoxicated one night and was locked out of the rental unit by the other Tenant. She stated that the door was kicked in during this incident and that the interior of the door and the lock on the door was cracked. The Landlord stated that as this occurred near the end of the tenancy, it was not repaired until after the tenancy had already ended. The Landlord noted that the police were called at the time the incident occurred. The Landlords submitted photos of the cracked door as well as the receipt for the materials purchased for repair. The receipt dated July 25, 2019 shows a purchase in the amount of \$483.92.

The Landlords are also seeking \$360.00 for compensation for the cost of cleaning the rental unit at the end of the tenancy. The Landlord stated that the rental unit was in poor condition and required a thorough cleaning. They submitted an invoice from a cleaning

company dated July 27, 2019. It is noted on the invoice that 5.5 hours of cleaning was done on July 26, 2019 and 6.5 hours on July 27, 2019 at \$30.00 per hour for a total of \$360.00. The Landlords submitted photos showing various areas of the rental unit that required cleaning.

The Landlords have claimed \$330.00 for repainting. The Landlord stated that every wall in the rental unit needed thoroughly cleaning but that they were not able to remove the marks, residual smoke smell and damage from the majority of the walls. The Landlord noted that this was a non-smoking unit. The Landlord also stated that this was a brand-new rental unit at the start of the tenancy and that they had to re-paint the majority of the walls at the end of the tenancy. They submitted an invoice for painting dated July 28, 2018 in the amount of \$330.00, as well as photos of some of the walls in the rental unit.

The Landlords are seeking \$150.00 for the cost of garbage removal. They submitted photos of areas throughout the rental unit that show garbage left behind. The Landlord testified that there was garbage and various items left in the rental unit as well as on the patio area outside of the rental unit. She stated that this included broken and unusable furniture that was left behind as well as items left on counters and in the fridge. The Landlord stated that they completed the clean up themselves and noted that it took approximately 4 hours over two days to sort through the items and remove the garbage.

The Landlords have also claimed \$120.00 for a new kitchen faucet. The Landlord testified that the faucet was broken off entirely and as a result that there was spraying water. The Landlord confirmed that the faucet was new at the start of the tenancy. She stated that as the broken faucet was not functional, it required replacement. She stated that they purchased the faucet and completed the repairs themselves. The Landlords submitted photos of the broken faucet into evidence.

Lastly, the Landlords have claimed \$200.00 for repair of the floor in the rental unit. The Landlord testified that the rental unit had brand new laminate flooring at the beginning of the tenancy and that at the end of the tenancy there was a hole in the flooring as well as an area that appeared as though something had been dragged across the floor. The Landlord testified that they already had some extra flooring from the initial install and therefore used this and completed the repair themselves. They estimated \$200.00 for the cost of the materials they had previously purchased, as well as for their time. Photos of the damaged areas of the floor were submitted into evidence.

The Landlord stated that the Tenants did not agree to any deductions from their security deposit and that their forwarding address was received on July 19, 2019. The Landlords filed the Application for Dispute Resolution on July 28, 2019.

Analysis

As the Landlords applied for monetary compensation, I refer to Section 7 of the *Act* which states the following:

- 7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
- (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 37 of the *Act* requires that a tenant leaves a rental unit reasonably clean and undamaged at the end of the tenancy. I accept the undisputed evidence before me from the Landlords and find that the evidence supports the testimony that the rental unit was not left reasonably clean or undamaged.

I find that the Condition Inspection Report completed at move-in and signed by both parties on October 30, 2018 supports the Landlord's testimony that the rental unit was in good condition at the start of the tenancy. I also accept the Landlord's testimony that they attempted to contact the Tenants multiple times regarding a move-out inspection and as they did not hear back, that they took photos to document the condition of the unit.

Regarding the security deposit and pet damage deposit, Section 38(1) of the *Act* states that a landlord has 15 days from the later date of when the tenancy ends, or the forwarding address is provided in writing to return the deposits or file a claim against them. Although unclear as to the exact date the Tenants moved out, I find that the tenancy ended on July 31, 2019 – at the end of the rental month. The Landlord testified that the Tenants' forwarding address was provided on July 19, 2019. As the Landlords filed their application on July 28, 2019, I find that they were in compliance with Section

38(1) and therefore do not owe the Tenants double the deposits. The Landlords may retain the security deposit and pet damage deposit towards any compensation found to be owing.

Regarding each of the Landlords' claims, I find as follows:

Unpaid rent: I accept the testimony of the Landlord that they received notice to end the tenancy from the Tenants on June 3, 2019. As this was a month-to-month tenancy as per the tenancy agreement with rent due on the first day of each month, notice on June 3, 2019 would end the tenancy on July 31, 2019. As stated in Section 45(1) of the *Act*, a tenant must give one full rental month notice.

I also note that Section 53(1) of the *Act* provides that an incorrect effective date is automatically changed. Therefore, although the Tenants may have intended to end the tenancy at the end of June 2019, notice on June 3, 2019 would end the tenancy at the end of July 2019. I also note that the Tenants continued to reside in the rental unit into July 2019. Therefore, I find that the Tenants owed rent as due on July 1, 2019 in the amount of \$1,500.00, as per the tenancy agreement and Section 26 of the *Act*.

Vehicle storage/damaged cables: I accept the testimony of the Landlord that the Tenants caused damage to the internet cables in the rental unit which impacted that Landlords' internet as well. I also accept that the Tenants' vehicle remained on the residential property until August 22, 2019, despite the tenancy having ended.

While I do accept that damage occurred to the cables and that the vehicle was left on the property, I am not satisfied that the Landlords established the value of their loss at \$500.00, such as detailed information on the wages or time lost due to the internet service not working. However, I accept that the Landlords did experience a loss and that the Tenants were in breach of the *Act* regarding damage to the rental unit/residential property and with the being left behind. Therefore, I find that the Landlord is entitled to compensation and I award nominal compensation in the amount of \$100.00.

Door replacement: I accept the undisputed testimony of the Landlord as well as the evidence including photos, invoice for materials, and the condition inspection report at move-in which establishes that the door was not damaged at the start of the tenancy. Therefore, I find that the Landlords have met the burden of proof to establish that they are entitled to compensation in the amount of \$483.92.

Cleaning: The Landlords have claimed reimbursement for cleaning costs in the amount of \$360.00. I accept the photos submitted by the Landlords and find that they support the testimony of the Landlords that the Tenants were in breach of Section 37 of the *Act*. I accept the amount claimed as indicated on the invoice submitted into evidence and therefore award \$360.00 to the Landlords.

Repainting: I also accept the Landlords testimony regarding the painting that was required in the rental unit and again find that this is supported by the Landlords' evidence, including an invoice that establishes the amount spent on painting. I also accept that the paint was in good condition at the start of the tenancy and therefore find that the Tenants must compensate the Landlords for the cost of painting in the amount of \$330.00.

Garbage removal: I am satisfied that the Landlord has met the burden of proof regarding their claim for \$150.00 for garbage removal. I find that the photos establish the number of items left behind that required cleaning up and/or disposing of. I also accept the Landlord's testimony that approximately 4 hours was spent on this work and therefore find that the amount claimed is reasonable and not excessive. Therefore, I award the Landlords the amount of \$150.00 as claimed.

Kitchen faucet: The Landlord submitted photos of the damaged kitchen faucet and testified that it was new at the start of the tenancy. I accept the Landlord's testimony that the faucet was unable to be repaired and instead had to be replaced due to the damage caused. Although the Landlord did not submit a receipt for purchase, I find the amount claimed to be reasonable and therefore accept that this was the amount paid. As such, I award the Landlords compensation in the amount of \$120.00.

Floor repair: Regarding the damage to the floors, I find that the condition inspection report at move-in does not indicate any damage to the floors at the start of the tenancy and therefore I accept that they were in good condition. I find that the photos submitted by the Landlords that were taken at the end of the tenancy establishes that there were some areas of damage to the flooring, including large scratches. As the Landlords had extra flooring available, I find that using this and completing the work themselves was reasonable to reduce costs and I accept the value as stated by the Landlords at \$200.00. Therefore, I award this amount to the Landlords.

As the Landlords were successful with their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee paid for the application in the amount of \$100.00. The Landlords are awarded a Monetary Order in the amount outlined below:

July 2019 rent	\$1,500.00
Vehicle storage/damage to cables	\$100.00
Door replacement	\$483.92
Cleaning	\$360.00
Painting	\$330.00
Garbage removal	\$150.00
Kitchen faucet	\$120.00
Floor repair	\$200.00
Filing fee	\$100.00
<i>Less security deposit</i>	<i>(\$750.00)</i>
<i>Less pet damage deposit</i>	<i>(\$750.00)</i>
Total owing to Landlord	\$1,843.92

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlords a **Monetary Order** in the amount of **\$1,843.92** as outlined above. The Landlords are provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: November 27, 2019

Residential Tenancy Branch