



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FF-L

Introduction

The landlords apply for a monetary award for cleaning and repair of the rental unit after the tenants vacated.

Neither respondent tenant attended for the hearing within 30 minutes after its scheduled start time at 1:30 p.m. on August 4, 2020. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the two landlords and this arbitrator were the only ones who had called into this teleconference during that period.

The landlords demonstrate that the tenants provided a forwarding address in writing in late March 2020 after this tenancy ended February 1, 2020. The landlords' application was served on each tenant by registered mail to that address (tracking numbers shown on cover page of this decision). Canada Post records show that the mail to the tenant TB was delivered on April 6. There is no record of what became of the tenant HJ's letter. The forwarding address provided by the tenants was for both tenants.

On this evidence I find that tenants have been duly served in accordance with s. 89 of the *Residential Tenancy Act* (the "RTA").

On the uncontested evidence of the landlords I find that the tenants failed to return the premises in a reasonably clean state and free of damage when they left. I find that each of the 14 items in the landlords' Monetary Order Worksheet to be justified by the evidence.

Missing Bookshelf

I find the rental unit came with a bookshelf and it was gone when the tenants left. The replacement value is \$110.00. It was perhaps two years old and so does not warrant an adjustment for depreciation. I award the landlords \$110.00.

Missing Coffee Table

This item was also taken by the tenants. Its replacement value is \$40.00. It came with the house when the landlords made their purchase in 2017 and is of indeterminate age. I reduce its replacement value to \$20.00 and award that to the landlords.

Missing Shelving

On the same basis as the coffee table, I reduce the replacement value of this item from \$40.00 down to \$20.00 and award that amount to the landlord.

Damaged Couches

I am satisfied that the couches received damage to their faux leather coverings during this tenancy. Though the claimed \$500.00 replace value may be accurate, it is apparent the couches were of a significant age. In the circumstances I award the landlords \$250.00.

Bathroom Fan and Switch

I award the landlords \$80.00 and \$35.00 respectively.

Driveway Oil Stain

I award the landlords \$40.00 as claimed for the chemicals used to attempt to remove this stain.

Dump Fee

I award the landlords \$12.00 as claimed for the cost of dumping the tenants' belongings left behind by them.

Carpet Cleaning

I award the landlords \$160.00 as a reasonable estimate of the cost to clean the carpets in the rental unit.

Window Covering Cleaning

The tenancy agreement makes this rental unit a “no smoking” unit. I am satisfied that the tenants smoked in the rental unit and smoked heavily near the end of the tenancy. The landlords are justified in having the blinds cleaned and I award them \$85.00 as the anticipated cost to do so.

Interior Painting

For the same reason I find the landlords are justified in having the interior of the suite painted to remove the smoking odour. However, I reduce the anticipated cost to do so by one third in light of the fact that the it could not be determined when the rental unit, but for one bedroom painted by the tenants, was last painted. I award the landlords \$2123.33.

New Lock

I award the landlords \$31.00 as claimed.

BC Hydro “Balloon Payment”

The two tenants shared this one bedroom basement suite but in late 2019 three more people plus a dog resided in the suite for about three months.

I agree with the landlords that though the tenancy agreement does not specify the number of occupants, any more than two people and perhaps a baby, are an unreasonable number of occupants. The tenants are responsible for the excess electricity consumed by hot water heating, lights, plugs and laundry facilities.

I accept Ms. N.L.’s year on year comparison which shows that the tenants consumed \$699.27 more in power than the same period a year before. I award the landlords \$699.27.

Conclusion

The landlords are entitled to a monetary award of \$3665.60 plus recovery of the \$100.00 filing fee for this application. I authorize them to retain the \$550.00 security deposit and \$550.00 pet damage deposit they continue to hold, in reduction of the award.

The landlords will have a monetary order against the tenants for the remainder of \$2665.60.

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: August 04, 2020

Residential Tenancy Branch