

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MND, MNR, MNSD, MNDC, FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord provided evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on December 19, 2008. The Canada Post Tracking information submitted shows that the tenant N.N. picked up the registered mail on January 10, 2009. The other tenants did not retrieve the registered letters and the letters were returned to the sender. The landlord testified that he received a telephone call from the tenant B.S. in which the tenant advised that both he and the tenant L.M., who is his common-law wife, had received copies of the landlord's application. I found that the respondents have been sufficiently served for the purposes of the Act and the hearing proceeded in their absence.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

## Background, Evidence and Analysis

The landlord testified that the tenancy began on February 1, 2008 and was set for a fixed term of one year, ending on January 31, 2009. The rental unit was new at the time the tenants moved in. At the outset of the tenancy the landlord collected an \$800.00 security deposit and a \$200.00 pet deposit. In mid-April the tenants verbally advised the landlord that they would be vacating the rental unit at the end of April. I address the landlord's claims and my findings around each as follows.

1. **Strata fine and garbage removal.** The landlord claims \$600.00 as the cost of disposing of items left by one of the tenants and the fine levied against him by the strata for same. The landlord testified that the tenant N.M. left an entertainment

centre, a television and a mattress in the parkade at the end of the tenancy. Despite the landlord having told him to remove the items, N.M. failed to do so and the strata removed the items and levied a fine against the rental unit. I find the landlord is entitled to recover the cost of the removal of the items and the fine and I award the landlord \$600.00.

2. **Garbage disposal repair.** The landlord claims \$200.00 as the cost of repairing a garbage disposal. The landlord testified that the repairman found a drill bit in the garbage disposal. I accept the landlord's undisputed testimony and I am satisfied that the damage to the garbage disposal was a direct result of the tenants' negligence. I award the landlord \$200.00.
3. **Door repair.** The landlord claims \$300.00 as the cost of repairing and re-hanging two doors. The landlord testified that one of the interior doors had a hole kicked through it and that a closet door was damaged by the knob on the first door. The landlord provided a receipt showing that he paid \$300.00 to repair the doors. I accept the landlord's undisputed testimony and I award the landlord \$300.00.
4. **Returned cheque charges.** The landlord claims \$28.00 in NSF charges. The landlord testified that the tenant N.N. gave him four post-dated cheques for \$150.00 each to be applied toward rental arrears. Each of the cheques was returned for insufficient funds and the landlord's account charged \$7.00 each time. I find the landlord is entitled to recover the \$28.00 in NSF charges and I award the landlord that sum.
5. **Painting.** The landlord claims \$200.00 as the cost of painting the rental unit. The landlord testified that the tenants left numerous scratches, dents and chips in the walls and corners at the end of the tenancy. The landlord provided a receipt showing that he paid \$200.00 for repainting. I accept the landlord's undisputed testimony and I award the landlord \$200.00 for painting.
6. **Cleaning.** The landlord claims \$685.00 as the cost of cleaning the rental unit and the carpets at the end of the tenancy. The landlord testified that the tenants failed to perform any cleaning whatsoever at the end of the tenancy. The landlord provided a copy of an invoice showing that he paid \$400.00 for cleaning and \$285.00 for carpet

cleaning. I accept the landlord's undisputed testimony and I award the landlord \$685.00 for cleaning.

7. **Supplies.** The landlord claims a total of \$74.29 as the cost of purchasing supplies to clean and repair the rental unit. The landlord submitted receipts showing that items such as spot remover, paint, deodorizer and wall repair supplies were purchased. I accept the landlord's undisputed testimony and I award the landlord \$74.29.
8. **Landlord's time.** The landlord claims \$1,000.00 as the cost of his labour in liaising with contractors and the building manager to effect repairs. The landlord claimed he was acting as a general contractor and submitted an invoice for \$1,000.00. I am not prepared to award the landlord any money for fulfilling his obligations as a landlord. The claim is dismissed.
9. **Unpaid rent.** The landlord testified that at the end of the tenancy the tenants owed \$1,400.00 in rental arrears. I accept the landlord's undisputed testimony and I award the landlord \$1,400.00.
10. **Loss of income.** The landlord claims \$8,000 in loss of income for 5 months at a rate of \$1,600.00 per month. The landlord testified that he advertised the rental unit on Craigslist but was unable to re-rent the unit until October 1, 2009. Although the tenants were obligated to pay rent throughout the fixed term, when it became clear that the tenants were going to breach the agreement the landlord bore an obligation to minimize his losses. I am not persuaded that the landlord acted reasonably in minimizing his losses and I find that the landlord must be limited to recovering 2 months of loss of income. I award the landlord \$3,200.00.
11. **Filing fee.** The landlord seeks to recover the \$100.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$100.00.

### Conclusion

In summary, the landlord has been successful in the following claims:

Fine and garbage removal	\$ 600.00
--------------------------	-----------

Garbage disposal repair	\$ 200.00
Door repair	\$ 300.00
NSF charges	\$ 28.00
Painting	\$ 200.00
Cleaning	\$ 685.00
Supplies	\$ 74.29
Unpaid rent	\$1,400.00
Loss of income	\$3,200.00
Filing fee	\$ 100.00
<b>Total:</b>	<b>\$6,787.29</b>

The landlord is awarded \$6,787.29. I order that the landlord retain the security and pet deposits and interest of \$1,013.77 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$5,773.52. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 13, 2009.