

## DECISION

Dispute Codes MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for compensation under the Act and the tenancy agreement for rent and utilities, for damages to the rental unit, and for an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlords, I find that the Tenants gave the Landlords a one month Notice to End Tenancy in February of 2009, to be effective on April 1, 2009.

The Tenants vacated the property, however, the rent cheque for March was returned due to insufficient funds.

The Landlords allege they have incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord claims as follows:

a.	Loss of rent for March 2009	1,400.00
c.	Lock repairs and replacement of keys	172.11
d.	Bathroom window and 2 doors repaired	996.63
e.	Freezer removal	50.00
f.	Lights and switches	60.29
g.	Microwave oven	231.00
h.	Refrigerator door repair	271.40
i.	Rebuild storage closet	1,200.00
j.	Clean patio	262.50
k.	Inside & outside cleaning	630.00

l.	Unplug drain line	441.37
m.	Bathroom sink repair	27.40
n.	Fence repair	199.97
o.	Replace mini blinds	16.00
p.	Replace bi-fold doors	90.27
q.	Repair cedar panel	500.00
	Filing fee	100.00
	<b>Total claimed</b>	<b>\$7,167.58</b>

The Tenants agreed to pay the rent, utilities and for repairs of the bathroom window.

The Tenants testified that they had not returned the keys to the unit, although they would have, if the Landlords had called him. They also testified they left the freezer behind, as they thought the next renter could use it. They testified they did have a fire pit without permission.

The Tenants also agreed the central vacuum had not been cleaned out, nor did they have an opportunity to clean the property outside the unit, as there was snow and ice on the ground when they vacated the unit.

The Tenants dispute the amount of money the Landlords spent to clean the unit, as the company hired had to drive 6 hours from Calgary, Alberta, to clean.

They dispute the amount charged for repair of the storage closet as they say it was wobbly and had to come down. They say they had verbal permission from the Landlords to remove it.

They claim they replaced the microwave, as the Landlords' was sparking. They claim the fence post was already down when they moved in.

The Landlords had previously agreed to pay for unplugging the drain line and I dismiss this claim, as it was resolved prior to the hearing.

The Landlords also allege the Tenants used the plywood they took from the storage room, under their vehicle to catch the oil leaks, and had grease on the patio from the fireplace, dumped the bar-b-que briquettes into the rock garden, and damaged closet doors.

### Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find the Tenants breached the Act and did not clean the unit to the standard required under the Act, or make necessary repairs, and this has caused losses to the Landlords.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established claims in the amounts described below:

	Description of loss claimed	Amount claimed	Amount awarded
b.	Utilities outstanding	618.64	618.64
c.	Lock repairs and replacement of keys	172.11	172.11
d.	Bathroom window and 2 doors repaired	996.63	996.63
e.	Freezer removal	50.00	50.00
f.	Lights and switches	60.29	60.29
g.	Microwave oven	231.00	100.00
h.	Refrigerator door repair	271.40	271.40
i.	Rebuild storage closet	1,200.00	200.00
j.	Clean patio	262.50	262.50
k.	Inside & outside cleaning	630.00	430.00
l.	Unplug drain line	441.37	0.00
m.	Bathroom sink repair	27.40	0.00
n.	Fence repair	199.97	0.00
o.	Replace mini blinds	16.00	16.00
p.	Replace bi-fold doors	90.27	90.27
q.	Repair cedar panel	500.00	500.00
	Filing fee	100.00	100.00
	<b>Total claimed</b>	<b>\$7,167.58</b>	<b>5,267.84</b>

I have reduced the amounts awarded for the microwave for the depreciated amount of the older appliance, the storage closet as I find this was an unreasonable amount, for the cleaning as the Landlords should have mitigated their costs and hired a local cleaner, the drain line as this matter was resolved prior to the hearing, and the bathroom sink and fence for insufficient evidence.

I find the Landlords have established a claim for **\$5,267.84**. I order that the Landlords retain the deposit and interest of **\$644.72** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$4,623.12**.

This order may be filed in the Provincial Court (Small Claims) 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: August 31, 2009.

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Dispute Resolution Officer