



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes                      MND, MNDC, MNR, MNSD, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondents were served with notice of the hearing by registered mail that was mailed on May the 25th 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$5,862.00.

### Background and Evidence

The applicants testified that:

- The tenants moved out of the rental unit before the end of the term of the fixed term tenancy and as a result the landlords lost two months rent.
- The tenants use the Internet more than allowed by the server and as a result the landlord had to pay over usage charges.
- The tenants failed to pay their portion of the utilities.
- The tenants agreed to pay the landlord for picking up a bed and then failed to do so.
- The tenants left the rental unit in a very dirty condition and as a result the landlords had to do substantial cleaning.

- The tenant's dog chewed the baseboards in the rental unit and the landlord had to have those repaired and painted.
- The tenants left carpets in the rental unit dirty and stained and the landlord had to have the carpets professionally cleaned.

The landlords are therefore asking for the following:

Lost rental revenue \$1400.00 X 2 Months	\$2800.00
Internet over usage charges	\$1103.00
Hydro utility	\$907.00
Gas utility	\$300.00
Bed delivery	\$20.00
General cleaning	\$190.00
Baseboard repairs	\$150.00
Carpet cleaning	\$392.00
Filing fee	\$100.00
Total	\$5962.00

## Analysis

### Lost rental revenue

I allow the landlords claim for lost rental revenue. The tenants agreed to a fixed term tenancy that ran until July 31, 2009 however they'd breached that agreement and vacated early and as a result the landlord lost two months rent.

Amount allowed \$2800.00.

## Internet overuse charges

I dismiss the claim for Internet overuse charges. Internet was included in the tenancy agreement and there is no clause in the tenancy agreement that limits the amount of use. Therefore the tenant cannot be charged for overuse charges paid by the landlord.

## Utilities

I allow the landlords claim for the outstanding gas and Hydro utilities, because the tenants signed a tenancy agreement in which they were to pay one half utilities and they failed to do so.  
Amount allowed \$1207.00

## Bed delivery

I declined jurisdiction over the claim for bed delivery as this claim does not relate to the tenancy, and was a separate agreement. The Residential Tenancy Act only has jurisdiction over issues relating to a residential tenancy.

## Cleaning and carpet cleaning

I allow the claims for cleaning and carpet cleaning because it is my finding that the landlords have shown that the rental unit was left in need of substantial cleaning and carpet cleaning.  
Amount allowed \$582.00

## Baseboard repairs

I also allow the claim for repairs to the damage baseboards as this damage was caused by the tenant's dog.  
Amount allowed \$150.00



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## Filing fee

I allow 1/2 of the \$100.00 claim for the filing fee. I've only allowed \$50.00 of the claim because the overall amount of the claim that I have allowed is less than the \$5,000.00 amount at which the filing fee jumps from \$50.00 to \$100.00.

## Conclusion

I have allowed \$4789.00 of the landlords claim. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$1401.78

I further Order that the Respondent(s) pay to the applicants the following amount:

\$3387.22

The remainder of the claim is dismissed without leave to reapply.

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 27, 2009.

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Dispute Resolution Officer