



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This application was brought by the landlords on December 14, 2010 seeking a Monetary Order unpaid rent and utilities, loss or damage under the legislation or rental agreement, damage to the rental unit and recovery of the filing fee for this proceeding. The landlords also sought authorization to retain the security deposit in set off against the balance owed.

Issues to be Decided

This matter requires a decision on whether the landlords are entitled to monetary compensation for the damages claimed taking into account whether they are proven, attributable to the tenants, reasonable and proven as to amounts claimed and whether the landlords have acted reasonably to minimize the losses.

Background, Evidence and Analysis

This tenancy began on June 1, 2010 and ended on November 30, 2010 although the tenants over held until December 3, 2010. Rent was \$1,900 per month and the landlords hold a security deposit of \$950 paid on May 9, 2010.

During the hearing, the landlord articulated the following claims supported by receipts and photographic evidence on which, taking into account the tenants responses, I find as follows:

Per diem rent for overholding - \$198.99 - The landlords submit this claim on the grounds that the tenants did not fully vacate until December 3, 2010, in non-compliance with a Notice to End Tenancy for cause dated October 25, 2010 which set an end of tenancy date of November 30, 2010. The landlords stated that, as they knew the rental unit would require some work, they had not advertised for new tenants for December and they made no claim for loss of rent for the month. This claim is allowed in full.

Unpaid Utilities - \$52.45. While the landlords were aware that the tenants had paid the \$274.15 water bill for the previous billing period, a family member of one of the tenants gave evidence that she had paid the \$52.45 balance due to the end of the tenancy. She promised to send a copy of the receipt to the landlords. Therefore, I make no award on this claim at this time.

Exterior cleaning \$102. The landlords claim six hours work at \$17 per hour for cleaning up the yard including scrubbing soot off an exterior wall and cleaning up glass and sawdust and other debris. While the tenants contested this claim, I find the evidence of the landlords to be credible and the amount claimed to be reasonable. This claim is allowed in full.

Professional interior cleaning - \$276.64. The landlords submitted an estimate for interior cleaning that was more than triple the amount claimed. On the basis of photographic evidence and verbal testimony of the parties, I find that this claim should be allowed.

Interior cleaning by landlords - \$221. The landlords gave evidence that additional cleaning was required and that, in order to minimize costs, they did the work themselves for thirteen hours at a rate of \$17 per hour. This claim is allowed.

Cleaning and Miscellaneous Supplies - \$191.79. The landlords submitted receipts in support of this claim for miscellaneous cleaning and other supplies. On a challenge by the tenants, the landlords agreed to remove a quantity of replacement light bulbs from this claim worth \$58.07. I allow the difference of \$133.72.

Patching, painting, repairs - \$1,611.58. The landlords submitted a paid invoice and itemization of work done by a professional service provider in support of this claim. They gave evidence that painting and patching were necessitated by the fact that the tenants had left writing, some of a distasteful nature, on various walls and ceilings and by the use of large screws for wall hangings which the tenants had attempted to repair with putty. I find the tenants responsible for this claim.

Paint - \$298.77. The landlords stated that, in addition to paint purchased by the professional supplier noted in the preceding item, they had to purchase additional paint to complete the work. This claim is allowed.

Dumping fees - \$40.36. The landlords stated that this claim is for dump fees only and that they have not claimed for time or fuel. The claim is for dumping a small amount of

materials left by the tenants and to dispose of materials remaining after the service providers had finished remediating damage done by the tenants. The claim is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding from the tenants.

Security deposit – (\$950). As authorized under section 72 of the *Act*, I find that the landlords are entitled to retain the tenants security deposit in set off against the balance owed.

Thus, I find that the tenants owe to the landlords an amount calculated as follows:

Per diem rent for December 1 – 3, 2010	\$ 198.99
Exterior cleaning	102.00
Professional interior cleaning	276.64
Interior cleaning by landlords	221.00
Cleaning & Miscellaneous supplies	133.72
Patching, painting, repairs	1,611.58
Paint	298.77
Dumping fees	40.36
Filing fee	<u>50.00</u>
Sub total	\$2,933.06
Less retained security deposit (No interest due)	<u>- 950.00</u>
TOTAL remaining owed by tenants to landlord	\$1,983.06

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,983.06** enforceable through the Provincial Court of British Columbia, for service on the tenants.

April 19, 2011