



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit, money owed or compensation due for damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 15, 2011 with monthly rent of \$2400.00 and the tenants paid a security deposit of \$1200.00.

The landlord testified that at the end of the tenancy the tenants vacated the rental without cleaning or completing repairs. The landlord stated that on October 31, 2011 the tenants set the landlord a email apologizing as a bench had gone through the wall in the media room, a bar stool had been knocked down the stairs and put a hole in the wall and that they were sorry that not all the carpets had been cleaned and for the bleach that had been spilled on the living room carpet. In the email the tenants request a quote from the landlord and state that they will hire a contractor to complete repairs and hire a cleaner.

The landlord stated that the tenants then contacted him and requested that the landlord use his homeowners insurance to cover the costs for repairs and cleaning and that the tenants would pay the insurance deductible as the tenants did not have the funds for the repairs and cleaning costs.

The landlord stated that the move out condition inspection that was completed with the tenant on October 31, 2011 notes the stove door broken, the sink stained, the dishwasher broken, multiple burned out lights, holes in the drywall, stains and pet hair on the carpets, bleach on the carpets, missing alarm sensors and the yard extremely un-kept. The landlord stated that when he was able to take possession of the home back from the tenants that he was shocked to see what condition the property was in.

The landlord stated that the tenants had also brought a dog into the rental unit and often had numerous other people living in the rental unit with them. The landlord stated that the carpets with the bleach stains had been replaced and the remaining carpets professionally cleaned. The landlord stated that he started to complete repairs in the rental unit but as there was so much to do, he ultimately hired contractors to complete the work.

The landlord stated that the work on the yard has not been finished due to the time of year and that the balance of the repairs to the lawn will be completed in the spring.

The landlord in this application is seeking \$6845.48 compensation for the following:

Carpet Replacement	\$1993.60
Painting	\$225.20
Lights and Misc.	\$329.83
Painting Contractor	\$1344.00
Cleaning	\$360.00
Drywall/Ceiling Repair	\$325.00
Garbage Removal	\$90.00
Security Sensors	\$974.40
Weeding, Lawn Repair	\$585.00
Furnace Filter	\$50.00
Labour/Travel Time	\$50.00
Total Claim	\$6845.48

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages and cleaning costs.

Testimony and photographic evidence submitted by the landlord clearly establishes the condition of the rental unit at the end of the tenancy and the repairs and cleaning

required to bring the rental unit back to same condition it was in at the start of the tenancy. And while the tenants had requested that the landlord use his homeowner's insurance to complete repairs, a landlord is not required to do so.

The damage and lack of cleaning of the rental unit is a result of the tenancy and per the Act it is the tenant who is responsible for maintaining the rental unit during the tenancy and ensuring it is in the same condition at the end of the tenancy. Therefore it is the tenant who is responsible for the costs associated with any required repairs and cleaning costs.

Therefore the landlord is entitled to the following compensation:

	Claim	Award
Carpet Cleaning	\$518.45	\$518.45
Painting	\$225.20	\$225.20
Lights and Misc.	\$329.83	\$329.83
Painting Contractor	\$1344.00	\$1344.00
Cleaning	\$360.00	\$360.00
Drywall/Ceiling Repair	\$325.00	\$325.00
Garbage Removal	\$90.00	\$90.00
Security Sensors	\$974.40	\$974.40
Weeding, Lawn Repair	\$585.00	\$200.00
Furnace Filter	\$50.00	\$50.00
Labour/Travel Time	\$50.00	\$0.00
Total Claim	\$6845.48	\$6410.48

Accordingly I find that the landlord is entitled to a monetary order for \$6410.48.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$6410.48 in damages and cleaning costs. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$1200.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$5310.48**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 30, 2012

Residential Tenancy Branch