

## **DECISION**

Dispute Codes      MNSD, MND, MNDC, FF

### Introduction

This matter dealt with an application by the Landlords for a Monetary Order for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by personal delivery on December 9, 2011. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

### Issues(s) to be Decided

1. Are there damages to the unit and if so how much?
2. Is the Landlord entitled to compensation for the damage and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?
4. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on January 1, 2011 as a fixed term tenancy with an expiry date of December 31, 2011. Rent was \$1,800.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$900.00 on December 31, 2010. The Landlord said the Tenant moved out of the rental unit on December 7, 2011 as a result of the Police shutting down a marijuana grow operation in the rental unit. The Landlord testified that the District Municipality cancelled the occupancy permit for the rental unit and the hydro company cut off the power because of the marijuana grow operation in the rental unit. The Landlord said the rental unit was not allowed to be lived in or rented.

The Landlord said that in order to get an occupancy permit reissued and to reconnect the hydro to the rental unit the Landlords had to clean and repair the rental unit in accordance to the District Municipality's requirements. The Landlord continued to say that as a result they are claiming monetary compensation for the following damage to the rental unit:

Building permit	\$ 2,500.00	
Air quality inspection	\$ 1,680.00	
Environmental Cleaning	\$ 6,596.14	
Furnace Duct Cleaning	\$ 417.76	
Disposal of damaged materials	\$ 255.36	
Labour for clean up	\$ 875.00	
Equipment rental	\$ 23.30	
Hydro reconnect fee	\$ 518.56	
Electrical work	\$ 349.52	
Filing Fee for this proceeding	\$ 100.00	
Total claim		\$13,315.64

The Tenant said she agreed to some of the costs, but the Tenant said some of the costs were renovations the Landlord was doing because the rental unit was older and the Tenant said she thought the Landlords were moving into the unit so they were making changes to suit themselves. The Tenant said she did not provide any evidence of this and she did not know what amount she may be responsible for and what amounts she believed she was not responsible for. The Landlord said that all the claims she was making were a result of the repairs required by the Municipal District to obtain an occupancy permit and there were many additional costs that they were not claiming. In addition the Landlord said they received up to three quotes from different companies to do the work so that they could minimize the costs of doing the repairs.

The Tenant said she believed she left the rental unit in better condition than when she moved into the house. The Tenant said she did not fully understand this hearing process and as a result she did not submit any evidence to support her position.

The Landlord said she has sent in receipts for all the claims as the work has been done and there will be additional costs to repair the rental unit before they can rent it out again. The Landlord said that she may apply for those costs in the future.

### Analysis

Section 37 (2) (a) of the Act says when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's testimony that these damages and losses were caused solely by the Tenant and the costs were reasonable amounts to make repairs to the unit because of the requirements of the Municipal District. Consequently, I find the Landlords have established grounds to be awarded the costs to repair the rental unit as follows:

Building permit	\$ 2,500.00	
Air quality inspection	\$ 1,680.00	
Environmental Cleaning	\$ 6,596.14	
Furnace Duct Cleaning	\$ 417.76	
Disposal of damaged materials	\$ 255.36	
Labour for clean up	\$ 875.00	
Equipment rental	\$ 23.30	
Hydro reconnect fee	\$ 518.56	
Electrical work	\$ 349.52	
Total claim		\$13,215.64

As the Landlords have been successful in this matter, the Landlords are also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit as partial payment of the damages. The Landlord will receive a monetary order for the balance owing as following:

	Repair cost	\$ 13,215.64	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$13,315.64
Less:	Security Deposit	\$ 900.00	
	Subtotal:		\$ 900.00
	Balance Owing		\$ 12,415.64

Conclusion

A Monetary Order in the amount of \$12,415.64 has been issued to the Landlords. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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*.

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Residential Tenancy Branch