



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlords' application for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants' security and pet deposit; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlords to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on April 28, 2012. Mail receipt numbers were provided in the landlord's documentary evidence. The tenants are deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Are the landlords entitled to a Monetary Order for unpaid rent?
- Are the landlords entitled to keep all or part of the security and pet damage deposits?

Background and Evidence

The landlords testify that this tenancy started on November 15, 2011. This is a fixed term tenancy which was due to expire on November 15, 2012. Rent for this unit was \$1,380.00 and was due on the 15th day of each month in advance. The tenants paid a security deposit of \$675.00 and a pet deposit of \$325.00 on November 15, 2011.

The landlords testify that the tenant's family was still living at the rental unit on April 30, 2012 and they picked up the registered mail card informing the tenant there was registered mail to be collected. The landlords testify that a previous hearing was held on March 27, 2012 and at that hearing the landlords were granted an Order of Possession effective on April 15, 2012 at 1.00 p.m. The landlords testify that they served the tenant with this Order on April 15, 2012. The tenant filed in the Supreme Court for a stay of this Order and the Supreme Court granted the tenants an extension of time to vacate the unit until April 30, 2012 at 4.00 p.m.

The landlords testify that the tenants failed to pay rent for the period of April 15 to April 30, 2012 and the tenants put a stop payment on their rent cheque issued for April 15 to May 15, 2012. The landlord seeks to recover the sum of \$675.00 in unpaid rent and seeks to recover the sum of \$7.00 for the NSF cheque. The landlords' testify that they had already issued the tenants with a cheque for the return of rent from May 01 to May 15, 2012. The landlords' had to put a stop payment on their cheque to the tenants because that cheque was issued before the tenants had stopped their rent cheque. The landlords seek to recover the sum of \$15.00 for their bank fees.

The landlords' testify that the tenants did not leave the keys to the unit at the end of the tenancy. The landlords had to rekey the lock on the side door at a cost of \$25.41 and had to have new locks put on the front door at a cost of \$30.23. The landlords have provided receipts for this work in evidence

The landlords testify that the tenants did not leave the rental unit clean at the end of the tenancy. The landlords had to employ a cleaning company who came and cleaned the unit

and the carpets. The landlord seeks to recover the sum of \$140.00 for cleaning and \$60.00 for carpet cleaning. The landlords have provided receipts for this work in evidence. The landlord states that they also had to spot clean the stains left on the carpet by the tenants before the carpet was cleaned. This work took one of the landlords two hours and the landlords therefore seek to recover the sum of \$40.00. The landlords testify that they had to purchase some cleaning supplies to do this work and seek to recover the sum of \$15.66.

The landlords' testify that the tenants did not empty the dishwasher at the end of the tenancy. The dishwasher smelt terrible and there was mould growing on food particles left in the dishwasher. The landlords had to soak the water up with towels as they were unsure if the dishwasher was working and then clean the dishwasher. The landlord seeks the sum of \$40.00 for this work which also includes washing the towels.

The landlords' testify that the tenants removed some of the landlords' belongings from the unit. These items were a shower rail from the closet and a chime from the doorbell. These items were replaced at a cost of \$21.99 for the rail and \$32.98 for the chime. The landlords also had to replace burnt out light bulbs at a cost of \$13.78. The landlords have provided receipts for these items in evidence.

The landlords seek to recover the sum of \$296.80 for damaged vertical blinds. The landlords testify that the vertical blinds were badly stained and were covered in cat fur. The chain on the blinds had also been pulled through. The landlords have provided a receipt and photographs for this item in evidence.

The landlords seek an Order to keep the tenants security and pet deposit in partial satisfaction of the landlords claim for cleaning and damages. The landlords testify that at the previous hearing the landlords were ordered to retain the filing fee of \$50.00 from the tenants' security deposit for that hearing. The landlords also seek to recover the \$50.00 filing fee for this hearing from the security deposit.

The landlords have provided a copy of the condition inspection reports, the tenancy agreement, stopped cheques, photographs and receipts in evidence.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlords. With regard to the landlords claim for unpaid rent; I refer the parties to s. 26 of the *Residential Tenancy Act (Act)* which states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The tenant obtained an extension on the Order of Possession issued on April 03, 2012. This extension enabled the tenants to remain in the rental unit until April 30, 2012. However, the landlords have testified that the tenants put a stop on their rent cheque and failed to pay rent to the landlords from April 15 to April 30. I therefore find the landlords are entitled to recover the sum of **\$675.00** from the tenants.

I further find as the tenants did stop their rent cheque the landlords incurred bank charges relating to this of **\$7.00** for the tenants stopped cheque and **\$15.00** for the landlords stopped cheque.

With regard to the landlords claim for cleaning the unit, I find the landlords have provided sufficient evidence to support this section of their claim and consequently I find the landlord is entitled to recover their costs for the cleaning company of **\$200.00** and their own costs for cleaning the stains on the carpets of **\$40.00** and for cleaning out the dishwasher of **\$40.00**.

With regard to the landlords claim for locks and rekeying; I find the landlords have provided sufficient evidence to support this section of their claim and consequently I find the landlords are entitled to recover the sum of **\$55.64** for this work.

With regard to the landlord claim for missing items, burnt out light bulbs and cleaning supplies. The tenants have not appeared at the hearing to dispute the landlords claim consequently, I find the landlords have established their claim of **\$21.99** for a new shower

rail, **\$32.98** for a doorbell chime, **\$13.78** for light bulbs, and **\$15.66** for cleaning supplies to a total sum of **\$84.41**.

With regard to the landlords claim for the damage to the vertical blinds; s. 32(3) of the Act states:

A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I am satisfied that the vertical blinds were left damaged at the end of the tenancy and consequently the landlords are entitled to recover the cost incurred to replace the blinds of **\$296.80**.

The landlords have provided a copy of the previous decision in which the landlords were ordered to keep **\$50.00** from the tenant's security deposit. As the landlords have been successful with this claim they are also entitled to retain a further **\$50.00** for the filing fee for this hearing pursuant to s. 72(1) of the Act.

I Order the landlord to keep the security deposit of \$675.00 and the pet deposit of \$325.00 in partial satisfaction of their claim pursuant to s. 38 (4)(b) of the Act.

A Monetary Order has been issued to the landlords for the following amount pursuant to s. 67 of the Act:

Unpaid rent	\$675.00
Bank fees	\$22.00
Cleaning costs	\$280.00
Rekeying and new locks	\$55.64

Items purchased	\$84.41
Vertical blinds	\$296.80
Filing fees X2	\$100.00
Subtotal	\$1,513.85
Less security and pet deposit	(-\$1,000.00)
Total amount due to the landlords	\$513.85

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$513.85**. The order must be served on the respondent and is enforceable through the Provincial Court 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: June 25, 2012.

Residential Tenancy Branch