

Decision

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

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. As the tenants have now vacated the unit, the landlord withdrew the earlier application for an order of possession. The landlord participated in the hearing and gave affirmed testimony.

The landlord's application for dispute resolution and notice of hearing (the "hearing package") was served on tenant "EE" at his business address by way of registered mail. The on-line Canada Post tracking system shows that the hearing package was successfully delivered.

The landlord's hearing package was served in person on tenant "JG" at her business address on or about January 7, 2010.

Despite service of the hearing packages, as above, neither tenant appeared.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from January 1 to December 31, 2009. Thereafter, tenancy was to continue on a month-to-month basis. Rent in the amount of \$1,500.00 was payable in advance on the first day of each month. A security deposit of \$750.00 was collected at the outset of tenancy. A move-in condition inspection and report were not completed.

Arising from rent which was unpaid when due, the landlord issued a 10 day notice to end tenancy for unpaid rent in November 2010. While the landlord testified that the parties had conversations related to inspecting the unit at the end of tenancy, without notifying the landlord the tenants vacated the unit on or about November 19, 2010, did not provide the landlord with a forwarding address, and failed to return the keys to the unit. In the result, a move-out condition inspection and report were not completed. New renters were found effective December 1, 2009.

Evidence submitted by the landlord includes, but is not necessarily limited to, receipts and photographs taken of the inside of the unit following the end of tenancy.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

The following sections of the Act address move-in and move-out condition inspections and reports:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: Consequences for tenant and landlord if report requirements not met

I address the landlord's claims and my findings around each as follows:

\$1,800.00*: *Rent Not Paid* (\$300.00 for October and \$1,500.00 for November 2010).

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$333.85: *Wall / Paint Restoration*. Based on the documentary evidence and affirmed / undisputed testimony of the landlord and, in the absence of a move-in or move-out condition inspection report, I find the landlord has established entitlement to **\$166.93***, which is half the amount claimed.

\$872.97: *Carpets / Laminate Flooring*. *Residential Tenancy Policy Guideline # 1* addresses "Landlord & Tenant – Responsibility for Residential Premises." Under the heading CARPETS, this guideline provides, in part:

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, and in the absence of a move-in or move-out condition inspection report, I find the landlord has established entitlement limited to **\$246.75***, which is the amount claimed strictly for carpet cleaning.

\$23.00*: *Waste Disposal*. Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$147.98: Cleaning. Based on the documentary evidence and affirmed / undisputed testimony of the landlord, and in the absence of a move-in or move-out condition inspection report, I find the landlord has established entitlement to **\$73.99***, which is half the amount claimed.

\$58.53*: Door Locks. Residential Tenancy Policy Guideline # 1, as above, addresses KEYS, in part as follows:

The tenant must return all keys at the end of the tenancy, including those he or she had cut at her or her own expense.

Based on the documentary evidence and affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$1,200.00: Man Hours. Based on the documentary evidence and affirmed / undisputed testimony of the landlord, and in the absence of a move-in or move-out condition inspection report, in addition to the absence of a detailed log of hours spent on cleaning and repairs, I find the landlord has established entitlement to **\$300.00***, which is 25% of the amount claimed.

\$50.00*: Filing Fee. As the landlord has mainly succeeded in his application, I find the landlord is entitled to recover the filing fee.

Total: \$2,719.20

As for the monetary order, I find that the landlord has established a claim of **\$2,719.20**, the details of which are set out above. I order that the landlord retain the security deposit of **\$750.00** and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$1,969.20** (\$2,719.20 - \$750.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,969.20**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 11, 2010

Dispute Resolution Officer