



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

For the tenant – MT, CNR, MNDC, ERP, PSF, FF

For the landlord – MND, MNR, MNSD, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenants and one brought by the landlord. Both files were heard together. The tenants failed to appear at the hearing and the hearing continued in the tenant's absence. Therefore the tenant's application is dismissed without leave to reapply.

The landlord seeks A Monetary Order for damage to the rental unit, site or property, a Monetary Order to recover unpaid rent, an Order to keep the tenants security and pet damage deposits and to recover her filing fee.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on August 20, 2010. Mail receipt numbers were provided in the landlord's documentary evidence for the hearing documents and her evidence package. The tenants were deemed to be served the hearing documents on August 25, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. All of the landlords' testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent and loss of rental income?

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- Is the landlord entitled to a Monetary Order for damage to the rental unit, site or property?
- Is the landlord entitled to keep the tenants security and pet damage deposits?

Background and Evidence

This month to month tenancy started on April 01, 2010 and ended on August 01, 2010 after the landlord served the tenants with a 10 Day Notice to End Tenancy for unpaid rent. Rent for this unit was \$1,500.00 per month and was due on the first of each month. The tenants paid a security deposit of \$750.00 and a pet damage deposit of \$125.00 on March 17, 2010.

The landlord testifies that the tenants failed to pay rent for July, 2010 on the day it was due and a 10 Day Notice to End Tenancy was served to the tenants in person on July 10, 2010. The tenants did not pay the outstanding rent but did file an application to cancel the 10 Day Notice on July 14, 2010. The tenants have not appeared at the hearing held today and the landlord states they moved from the rental unit on August 01, 2010. The landlord seeks to recover unpaid rent for July, 2010 of \$1,500.00 and seeks an Order to keep the tenants security and pet damage deposit to recover these arrears.

The landlord testifies that the tenants left the rental unit and property in a terrible condition. She states they started to advertise the unit for rent as soon as the tenants moved out but it took them two weeks to get the house and yard clean and it was re-rented to new tenants on September 01, 2010. The landlord seeks a loss of rental income for August, 2010 of \$1,500.00 and seeks an Order to keep the tenants security and pet damage deposit to recover these arrears.

The landlord testifies that the tenants did not clean the carpets at the end of the tenancy. These were covered in dog urine stains and some water damage caused when the tenants fish tank broke. The landlord states the tenants had permission to keep one small dog on the property but then took in four large dogs without permission. The landlord states she attempted to clean

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the carpets herself and rented a carpet cleaning machine at a cost of \$27.50. She seeks to recover this cost and the cost for her labour in attempting to clean the carpets at a sum of \$120.00. The landlord states she could not get rid of the dog urine stains as they kept coming back through once the carpet was dried. In the end she hired a carpet cleaning company who had to come out twice to get rid of the stains at a cost of \$322.56. The landlord states she had to replace a bedroom carpet as it has been damaged by what appears to be a dog ripping the carpet. The landlord seeks to recover the sum of \$300.00.

The landlord states the tenants did not maintain the yard as agreed. The landlord states she and her family spent 20 hours clearing the yard and claims \$10.00 per hour for this work to a total sum of \$200.00.

The landlord states the tenant's left a large amount of garbage behind including garbage in the two shops on the property. The landlord states she had to rent a dumpster to remove this garbage (including the garden waste) at a sum of \$310.51.

The landlord states the tenants did not clean the house at the end of the tenancy. It was left in a disgusting condition. The landlord spent 25 hours cleaning and seeks to recover the cost for this at \$10.00 per hour to the total sum of \$250.00. The landlord states she also used her own cleaning supplies and carpet cleaning chemicals and seeks to recover \$75.00 from the tenant for this.

The landlord states a closet door was also missing. She claims she has searched the house and yard for this door in order to re-hang it but it is no longer there. The landlord has been quoted \$85.00 to replace this door. The landlord has provided the Move In and Move Out condition inspection reports which shows other damage to the rental unit of which the landlord is not seeking compensation for.

The landlord has provided photographic evidence of the damage, cleaning and yard work, a copy of the tenancy agreement, and a copy of the condition inspection reports (move out completed in the tenants absence), receipts and invoices.

Analysis

The tenants did not appear at the hearing, despite having been sent a Notice of the hearing and despite filing their own application; therefore, in the absence of any evidence from the tenants I refer both Parties to s. 26 of the *Act* which states:

26 (1) 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.

Consequently, I find the tenants did not have a right under the *Act* to deduct their rent for July, 2010 and as such the landlord has established her claim to recover the amount of **\$1,500.00** from the tenants pursuant to s. 67 of the *Act*. I further find the landlord is entitled to recover a loss of rental income for August, 2010 to the sum of **\$1,500.00** pursuant to section 67 of the *Act* due to the condition the rental property was left in at the end of the tenancy which made it difficult to re-rent again immediately even if tenants could have been found on short Notice.

With regard to the landlords claim for the sum of \$470.06 for carpet cleaning both by the landlord and by professional carpet cleaners; I refer both parties to #1 of the Residential Tenancy Policy Guidelines which states: 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. A tenant may be expected to steam clean or shampoo carpets at the end of a tenancy, regardless of the length of tenancy, if he or she has had pets which are not caged.

The landlords' evidence presented has established her claim that the tenants did not steam clean or shampoo the carpets at the end of the tenancy and therefore it is my decision that the landlord is entitled to recover the costs incurred of **\$470.06** from the tenants.

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With regards to the landlords claim for clearing the yard which was the tenants responsibility to maintain during the tenancy; I find the landlord has established her claim for **\$200.00** in carrying out this work pursuant to s.67 of the Act. I also find the landlord has established her claim for the costs of renting a dumpster and associated costs to remove the garbage and garden waste from the property at a sum of \$310.51 pursuant to section 67 of the Act.

With regard to the landlords claim for cleaning the rental unit; the landlord has provided receipts fro this work and I find the landlord has provided sufficient evidence to support her claim that the tenants did not maintain reasonable cleanliness and sanitary standards at the rental unit pursuant to section 32 of the *Act*. Consequently, the landlord is entitled to recover her costs for cleaning to the sum of \$250.00. I further find the landlord is entitled to recover additional costs incurred in using her own cleaning supplies for carpet cleaning and house cleaning at a sum of **\$75.00** pursuant to section 67 of the Act.

With regard to the missing closet door and the carpet damaged by the tenants dog; in order to establish a monetary claim I landlord must provide verification or provided an estimate of the actual costs incurred for items claimed. As the landlord has not provided a receipt or an estimate of replacement costs to verify the actual costs to replace the closet door or carpet I find this section of her claim is dismissed with leave to reapply.

I order the landlord to keep the tenants security and pet damage despots of **\$875.00** in partial satisfaction of her claim for unpaid rent and damages caused by the tenant's dogs pursuant to section 38(4) of the *Act*.

As the landlord has been largely successful in this matter I find she is entitled to recover her \$50.00 filing fee from the tenants pursuant to section 72(1) of the *Act*. A Monetary Order has been issued for the following amount:

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|-----------------------------------------------------------|------------|
| Unpaid rent for July and loss of revenue for August, 2010 | \$3,000.00 |
| Yard clearance | \$200.00 |



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|-----------------------------------------|-------------------|
| Renting dumpster and associated costs | \$310.51 |
| Cleaning and supplies costs | \$325.00 |
| Subtotal | \$4,305.57 |
| Plus Filing fee | \$50.00 |
| Less Security and pet damage deposits | (-\$875.00) |
| Total amount due to the landlord | \$3,480.57 |

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,480.57**. The order must be served on the respondent and is enforceable through the Provincial Court as an order of that Court.

The tenant's application is dismissed without leave to reapply.

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: September 07, 2010.

Dispute Resolution Officer