



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid rent, for cleaning and damages to the rental unit, for compensation under the Act and the tenancy agreement, and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing in person on or about March 19, 2011, the Tenants did not appear. I find the Tenants have been served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Landlord obtained an order of possession for the rental unit and a monetary order for unpaid rent in an earlier hearing.

The Tenants vacated the property, however, the Landlord has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenants.

The Landlord claims as follows:

a.	Loss of rent for February and March 2011	2,600.00
c.	Cleaning of rental unit	445.00
d.	Repair to stair railing	200.00
e.	Changing locks	55.85
f.	Court costs	83.00
g.	Hydro to February 24, 2011	127.28
h.	Hydro to March 2011	342.65
i.	Filing fee	50.00
	Total claimed	\$4,823.78

In support of the claims the Landlord provided invoices, photographs and written submissions.

The Landlord alleges that the Tenants stayed past the time allowed under the Act. They left behind garbage, and did not clean the rental unit or make repairs.

The Landlord had a company come in to wash and repair the walls and then repaint the rental unit. Due to the damages caused by the Tenants the Landlord claims it had to repaint the rental unit. The Landlord alleges there were many scrapes, dents and gouges in the walls.

The Landlord claims the Tenants did not remove much of their foodstuffs from cupboards or clean the kitchen, appliances and other rooms.

The Tenants did not return the keys to the Landlord and the locks had to be replaced.

The Landlord claims the Tenants removed a handrail on the stairs leading to the basement in order to move a washer and dryer. The handrail was damaged and not replaced by the Tenants.

The Tenants failed to pay the final hydro bill and the Landlord claims for this as well.

The Landlord also claims that since the Tenants overheld in the rental unit and left it in poor condition, it was unable to rent the property in February and March of 2011, and the Landlord claims for loss of rent for these two months.

The Tenants submitted no evidence.

Analysis

Based on the testimony, evidence, photographs and a balance of probabilities, I find that the Tenants breached section 37 of the Act when they did not clean the unit, or make necessary repairs, and this has caused losses to the Landlord.

Furthermore, I find that due to the condition the rental unit was left in by the Tenants, the Landlord has suffered a loss of rent for the month of February 2011. I also find the Tenants failed to pay the last hydro bill, or return the keys to the Landlord.

I find the Landlord had insufficient evidence to prove the court costs. I find the Landlord is not entitled to rent or hydro for the month of March 2011, and I dismiss these portions of the claim.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim as set out below.

a.	Loss of rent for February	1,300.00
c.	Cleaning of rental unit	445.00
d.	Repair to stair railing	200.00
e.	Changing locks	55.85
f.	Hydro to February 24, 2011	127.28
g.	Filing fee	50.00
	Total awarded	\$3,098.13

I grant the Landlord an order under section 67 for the balance due of **\$3,098.13**.

This decision is binding and final under section 77 of the Act, except as otherwise provided by the Act, and 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 28, 2011.

Residential Tenancy Branch