



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for damage to the rental unit, site or property, for unpaid rent, and for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement. The landlord also seeks an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on July 15, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on July 20, 2011, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, 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

- Is the landlord entitled to a Monetary Order for damages to the unit, site or property?
- Is the landlord entitled to a Monetary Order to recover unpaid rent?

- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord entitled to keep the tenants security deposit?

### Background and Evidence

The landlord testifies that this tenancy started on March 01, 2010. Rent for this unit was \$1,200.00 per month and was due on the 1<sup>st</sup> day of each month in advance. The tenancy started as a fixed term tenancy and reverted to a month to month tenancy at the end of February, 2011. The tenant paid a security deposit of \$600.00 at the start of the tenancy. A move in condition inspection was completed with the tenant and landlord at the start of the tenancy. Three opportunities were scheduled for a move out inspection however the landlord testifies the tenant failed to appear at any of these appointments and the inspection was completed in the absence of the tenant on July 05, 2011. The landlord testifies that a copy of the inspection report was sent to the address provided by the tenant on July 05, 2011.

The landlord testifies the tenant gave her forwarding address on June 01, 2011. She states the tenant told her that this was a property her parents had bought her and she would be moving in around June 15, 2011. The landlord testifies she later got a text message from the tenant stating she would be moving out on June 30, 2011. The landlord states the tenant failed to provide proper notice to end her tenancy. She states she did move out around the end of June but did not completely remove her belongings until July 05, 2011.

The landlord testifies the tenant did not pay the balance of rent owed for May, 2011. The landlord testifies the tenant paid \$520.00 leaving an outstanding balance of \$680.00. The landlord seeks to recover this sum from the tenant.

The landlord testifies the tenant has left the rental unit in a deplorable condition. It took the three people a total of 51 hours to just to clean and repair the house. The tenant left the carpets in a disgusting condition with both human and animal feces, spilt wax, motor oil,

vomit, food and drink. The carpets were so dirty the landlord had to have them professional cleaned. The landlord states the carpets remain stained even after cleaning and may have to be replaced. The landlord testifies the carpets were nearly new at the start of the tenancy.

The landlord testifies the tenant caused damage to the garbage disposal which was serviced by the landlords' father at no charge. He found a lug nut, screw driver bit, a button, a penny and a piece of gyprock in the garbage disposal. The tenant also caused damage to the fire place control which the landlord has not filed a claim for.

The landlord describes the damage to the unit as follows. The tenant left the walls of the unit in a disgusting condition. The walls were damaged and filthy and the whole house had to be repainted. She states there was even human feces running down a wall. A blind was burnt which the tenant did not replace and damage was found on the interior and exterior of the building. The kitchen had been left in a deplorable condition, there were no working light bulbs left in the unit. The kitchen and bathroom cabinets were damaged as well as the hard wood flooring and wooden hand rails. The tenant had removed door knobs and two bedroom doors were broken off their hinges. A bedroom occupied by the tenants' son has extensive damage to a window frame where the tenants' son had dug down with his finger nails to the gyprock leaving holes and scratches. All the sinks in the house were left plugged. The tenant had dumped motor oil in the front garden which contaminated the soil and motor oil was also on the driveway. The front pillars of the house had been used to extinguish cigarettes. Nail polish was spilt on the bathroom cabinets, door and floor. There is a hole in the linoleum at the front entrance. The landlord testifies the tenant has also failed to return the keys to the house, mailbox and the garage remote. The landlord withdraws her application for \$125.00 for the mailbox key for the community mailbox as she was able to obtain a spare key.

The landlord testifies that the house was only two years old when the tenant moved in and was previously a show home and occupied by the owner.

The landlord seeks to recover:

- \$576.24 for carpet cleaning
- \$837.95 for cleaning and painting supplies, new locks and keys, a new blind and supplies to repair damage to the interior and exterior of the unit;
- \$650.00 in labour costs to repaint the unit;
- \$150.00 in labour costs to repair the damaged window frame;
- \$100.00 for the garage remote as indicated as a charge applied on the tenancy agreement if it is not returned at the end of the tenancy.

The landlord testifies as the tenant did not give proper notice to end the tenancy and due to the extensive work required to make the unit habitable again in order to re-rent it, the landlord seeks to recover a loss of rental income from July 01, 2011 to July 15, 2011 to the sum of \$583.33. The unit was successfully re-rented on July 15, 2011.

The landlord also seeks to recover her \$50.00 filing fee from the tenant.

The landlord has provided the following evidence

- Photographic evidence of the condition of the rental unit,
- A copy of the tenancy agreement,
- A copy of the rent receipts showing unpaid rent for May, 2011
- Receipts for the repairs and cleaning completed on the house.

### Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me. S. 32 (2) and 32 (3) of the Act states:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) 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.

It is clear from the evidence provided by the landlord that the tenant did not maintain reasonable health, cleanliness and sanitary standards throughout the rental unit including the exterior of the unit. It is my decision that the tenant left the rental unit in a filthy condition and failed to repair damage caused to the unit. Consequently, I find the landlord has established her claim for cleaning and damages to the unit. However the landlord stated the tenancy agreement contained a clause in which the tenant was notified that a \$100.00 charge will be applied if the garage remote opener was not returned at the end of the tenancy. The landlord has provided a copy of the tenancy agreement and I can find no such clause contained within it or the addendum to the agreement. The landlord has not submitted into evidence a receipt or quote for the cost to replace this garage remote opener and consequently without verification of the actual amount required to replace the remote then I must deny this section of the landlords claim for \$100.00. The remainder of the landlords claim is upheld to the sum of **\$2,214.19** and she will receive a monetary award pursuant to s. 67 of the *Act*.

With regard to the landlords claim for unpaid rent; I am satisfied from the evidence presented that the tenant failed to pay the balance of rent owed for May, 2011. Consequently, the landlord has established her claim to recover the sum of **\$680.00** from the tenant pursuant to s. 67 of the *Act*.

With regard to the landlords claim for a loss of rental income up to July 15, 2011; Due to improper notice given by the tenant and due to the amount of cleaning and repairs that had to be completed before the unit could be re-rented on July 15, 2011 I find the landlord is entitled to recover a loss of income from the tenant to the sum of **\$583.33** and the landlord will receive a monetary award for this amount pursuant to s. 67 of the *Act*.

I further find the landlord is entitled to keep the tenants security deposit against the unpaid rent, damages and cleaning pursuant to s. 38(4)(b) of the *Act* and the deposit of **\$600.00** will be deducted from the amount owed to the landlord.

As the landlord has been successful with her claim I find she is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the Act.

The landlord will receive a Monetary Order as follows:

Unpaid rent for May, 2011	\$680.00
Loss of rental income for July, 2011	\$583.33
Damages and cleaning	\$2,214.19
<b>Subtotal</b>	<b>\$3,477.52</b>
Less security deposit	(-\$600.00)
Plus filing fee	\$50.00
<b>Total amount due to the landlord</b>	<b>\$2,927.52</b>

#### 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 **\$2,927.52**. 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: October 18, 2011.

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Residential Tenancy Branch