



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This hearing dealt with an application by the landlords for a monetary order for damages, a monetary order for unpaid rent, money owed or compensation for damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Are the landlords entitled to any of the above under the Act.

### Background and Evidence

This fixed term tenancy began June 1, 2011 with monthly rent of \$1200.00; the tenants did not pay the security deposit.

The landlord testified that the address used for service upon the tenants is the residence of one of the tenant's parents and the landlord has confirmed that the tenants currently reside at this same address. The landlord had also found old, opened mail in the rental unit for one of the tenants addressed to the address used for service of the hearing documents. The landlord stated that the registered mail sent to the tenants was returned as unclaimed.

The landlord testified that from the start of the tenancy there were issues with the tenants paying the rent on time and in full and that the security deposit was never paid. On September 13, 2011 the landlord received a call from the neighbours stating that the tenants were in the process of packing up and vacating the premises. The landlord attended the property and when one of the tenants became verbally abusive, called and requested police assistance. The landlord and police were able to talk to the other

tenant and do a cursory inspection of the rental unit. The tenants claimed that they were not vacating the rental unit and were simply getting rid of old clothing and items they no longer needed. The landlord returned to the rental unit on September 16, 2011 to serve the tenants with a 10 day notice to end tenancy for unpaid rent and found the rental unit abandoned.

The landlord stated that after the tenants abandoned the rental unit and they had the opportunity to complete an inspection of the property they found that the carpets had been completely destroyed by vomit, urine and feces, food was left rotting in the freezer, trash was left in the rental unit, walls were damaged and no cleaning had been done by the tenants.

The landlord stated that the carpets in the rental unit were approximately 10 years old but in very good condition and that the rental unit had been painted prior to the start of this tenancy.

The landlord stated that they had not been able to complete repairs on the rental unit until mid October due to the availability of contractors and are seeking to recover the loss of the October 2011 rent.

The landlord in this application is seeking the following:

Carpet removal	\$300.00
Flooring installation	\$3000.00
Wall repair	\$300.00
Cleaning of rental unit	\$750.00
September unpaid rent	\$1200.00
October loss of rent	\$1200.00
<b>Total Claim</b>	<b>\$8475.26</b>

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages, cleaning costs, unpaid rent and loss.

The tenants abandoned the rental unit without notice to the landlord and without paying the September 2011 rent. The photographic evidence submitted by the landlord shows that the rental unit was left in a very unsanitary condition and the carpets destroyed by vomit, urine and feces resulting in the landlord having to have the carpets removed and the flooring replaced. This photographic evidence also notes the trash left in the rental unit and the damage to the walls. Repairs were completed mid October 2011 which resulted in the landlord suffering a loss of rental income for the month of October 2011.

Accordingly I find that the landlord is entitled to a monetary order for \$8475.26.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$8475.26 in damages, cleaning costs, unpaid rent and loss. The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord a monetary order under section 67 for the full amount of **\$8575.26**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced 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: January 5, 2012

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Residential Tenancy Branch