



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND and FF

This hearing was convened on the landlord's application of April 27, 2012 for a Monetary Order for unpaid rent, damage to the rental unit, cleaning, and recovery of the filing fee for this proceeding.

### Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order as requested.

### Background, Evidence and Analysis

This tenancy began on September 15, 2011 under a five year fixed term agreement which was amended to a month to month tenancy by the parties on March 28, 2012. Rent was \$2,500 and while the tenant had paid a security deposit, it was applied to an earlier rent shortfall. The tenant moved out on or about April 30, 2012.

During the hearing, the landlord gave uncontested evidence that the tenant had not paid rent for February, March or April of 2012.

The landlord submitted numerous photographs showing that the tenant had sealed all windows with plastic, had sealed interior air vents with plastic, constructed a makeshift addition to the house, left holes in the walls and floors, and left large amounts of food and building debris in the yard.

The landlord also submitted receipts for materials and services and a detailed accounting of labour charges necessary to restore the house to a rentable state.

The landlord claims and I find as follows:

**Unpaid rent – February, March & April - \$7,500.** The landlord submitted a copy of a dishonoured rent cheque for \$5,000 dated March 10, 2012 in support of this claim in addition to uncontested testimony that the tenant had not paid the rent for April 2012. This claim is allowed in full.

**Labour for cleaning, patching and painting - \$540.** On the basis of photographic evidence and the landlord's itemized accounting, I find the landlord's claim for 36 hours labour at \$15 per hour to be extremely fair and modest. The claim is allowed in full.

**Refuse removal - \$400.** The landlord has submitted a third party receipt in support of this claim and on the basis of photographic evidence, I find this claim to be abundantly reasonable. It is allowed in full.

**Carpet cleaning - \$67.20.** This claim, supported by receipt, is substantially lower than is customary and it is allowed in full.

**Materials for repair & repainting - \$90.98.** Photographic evidence shows some mould beginning to grow on the walls as might be anticipated with the blocked vents and sealed windows in the rental unit, in addition to some holes in the walls. The landlord said that he was able to keep this claim low by utilizing a quantity of paint he already had.

**Filing fee - \$100.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

While he has not submitted a claim for them, the landlord stated that a number of yard tools he had provided to the tenant had gone missing at the end of the tenancy.

I find that the tenant owes to the landlord an amount calculated as follows:

Rent for February, March and April 2012 at \$2,500 per month	\$7,500.00
Refuse removal	400.00
Carpet cleaning	67.20
Materials for repair & repainting	90.98
Filing fee	<u>100.00</u>
<b>TOTAL</b>	<b>\$8,698.18</b>

### Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$8,698.18**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: May 22, 2012.

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Residential Tenancy Branch