



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 was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, unpaid rent, compensation for damage or loss under the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord stated that on approximately April 10, 2012, she was visiting a friend and discovered that the tenant had relocated to the unit next door to her friend's home. The landlord went to the door and spoke with the tenant's partner, who confirmed that the tenant lived in the unit.

On April 12, 2012, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant via Canada Post. The landlord has a tracking number for the mail, which was returned as unclaimed.

On May 21, 2012, the landlord took the hearing package and evidence to the tenant's residence and at approximately 11 a.m., with her friend present as a witness, the landlord personally served the tenant with Notice of the hearing.

I find that these documents are deemed to have been served in accordance with section 89 of the *Act*; on the day of personal delivery; however the tenant did not appear at the hearing. Further, party may not avoid service by refusing to claim registered mail.

Issue(s) to be Decided

Is the landlord entitled to a monetary order of unpaid rent, damage to the unit and damage or loss under the Act?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on April 1, 2012, rent was \$975.00 per month, due on the first day of each month. A deposit in the sum of \$487.00 was paid. A copy of the tenancy agreement was supplied as evidence.

A move-in condition inspection report was completed. The move-out report was completed in the absence of the tenant; a copy was supplied as evidence.

On January 27, 2012, the tenant gave written notice ending the tenancy at the end of February; the tenant paid \$500.00 rent for February and vacated the unit on February 7, 2012. The tenant had agreed to meet with the landlord on February 8, 2012, after the landlord had scheduled the inspection for February 7, 2012. The tenant did not attend; so on February 8, 2012, the landlord posted a Notice of final opportunity to complete an inspection on February 13, 2012. The tenant did not attend on that date. A copy of the final notice was supplied as evidence.

A copy of a February 13, 2012, note written by the tenant, allowing the landlord to retain the deposit for hauling and cleaning costs, was supplied as evidence.

The landlord has made the following claim:

Unpaid February 2012 rent	475.00
Garbage removal costs	336.00
Cleaning supplies	31.03
Repair materials	22.36
Rekeying costs	25.24
Labour – cleaning 45 hours	495.00
SUB - TOTAL	1409.63
Less deposit 487.50	922.13

The landlord supplied copies of invoices in support of the claims for all items except the cleaning costs. On February 13, 2012, photographs were taken on the unit which were supplied as evidence.

The tenant left the unit in an unclean state that required 45 hours of cleaning. The photographs showed a fridge and freezer that were left full of food and unclean; a dirty oven and stove-top; a sink full of dirty dishes; writing on the walls; items left in cupboards and drawers; belongings left in a closet; a dirty toilet and bathroom floor; a dirty bathtub; dirty clothes left under the bathroom vanity; hair dye on a bathroom door, cabinet and wall; dirty walls and floors; an abandoned love seat; broken heat vents; dried ketchup on a window sill, broken trim in the kitchen numerous other belongings including clothes, mattress, box spring and a T.V.; colouring on flooring; stickers on a door; and refuse including garbage and another mattress left outside.

The landlord's husband completed 10.5 hours of cleaning; 2 labourers were hired and paid cash for 3 hours and 12.5 hours of cleanings. The labourers were paid \$15.00 per hour; the landlord's spouse charged \$25.00 per hour.

The tenant paid only a portion of February, 2012, rent owed.

The tenant did not return the keys to the rental unit.

Analysis

In the absence of evidence to the contrary, and in the absence of the tenant who was served notice of this hearing, I find that the tenant has not paid rent in the amount of \$75.00 for February, 2012, rent. The notice given by the tenant was effective February 29, 2012; the tenant owed rent for the complete month.

In relation to the balance of the landlord's claim I find that the landlord has provided verification of all costs claimed, by submitting invoices supporting the costs, photographic evidence and that the landlord is entitled to compensation in the amounts claimed.

Based on the condition inspection report and the photographs taken of the unit after the tenant vacated, I find that the landlord's claim for cleaning has merit and that it is reasonable to accept that at least 45 hours of cleaning had to be taken to bring the unit to an acceptable state. The photographs clearly documented the state of the rental unit; and I find, on the balance of probabilities, it was left in what can be described as a filthy state. A tenant is required to leave a unit in a reasonably clean state; this did not occur.

Therefore, the landlord is entitled to the following:

	Claimed	Accepted
Late payment fee February	25.00	25.00
Garbage removal costs	336.00	336.00
Cleaning supplies	31.03	31.03
Repair materials	22.36	22.36
Rekeying costs	25.24	25.24
Labour – cleaning 45 hours	495.00	495.00
SUB - TOTAL	1409.63	1409.63
Less deposit 487.50	922.13	922.13

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The tenant has provided written permission allowing the landlord to retain the deposit and, based on the agreement, I Order that the landlord do so, in partial satisfaction of the claim.

Conclusion

I find that the landlord has established a monetary claim in the amount of \$1,450.63, which is comprised of unpaid rent and damage to the rental unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$487.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$972.13. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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: June 05, 2012.

Residential Tenancy Branch