



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord under the *Residential Tenancy Act* (the “Act”) to obtain a monetary order for unpaid rent, damage to the unit, site or property, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit; and to recover the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

The landlord testified that the tenants were served the Notice of a Dispute Resolution Hearing on June 11, 2012 by registered mail to the forwarding address provided by the tenants on May 1, 2012. Copies of two registered mail receipts were provided in advance of the hearing as documentary evidence. The tenants did not attend the hearing. I find the tenants were served in accordance with the *Act*.

### Issue(s) to be Decided

- Should the landlord be granted a monetary order for unpaid rent, damage to the unit, or money owed or compensation for damage?
- Should the landlord be granted authority to retain all or part of the security deposit?
- Should the landlord recover the filing fee?

### Background and Evidence

The landlord testified that a fixed term tenancy agreement began on August 1, 2011 and was to expire on July 31, 2012. The landlord stated that rent was due on the first day of each month in the amount of \$1,500.00. The landlord testified that the tenants paid

\$750.00 as a security deposit and \$750.00 as a pet damage deposit at the start of the tenancy.

The landlord provided a letter from the tenants dated March 30, 2012 in evidence. In the letter, the tenants provided notice that they would be vacating the rental suite on May 15, 2012, as they found a new rental unit for May 1, 2012. The landlord testified that the tenants provided a cheque for half of the May 2012 rent, which was provided in evidence prior to the hearing. According to the landlord, the tenants requested that they be permitted to remain in the rental unit until May 15, 2012. The landlord returned the cheque to the tenants and explained to the tenants that if they wanted to remain in the rental unit, they were required to pay the entire rent for May 2012. The landlord stated the tenants vacated the rental unit on May 1, 2012 without paying rent. The landlord has claimed \$1,500.00 for unpaid rent for May 2012.

In addition to the claim for unpaid rent, the landlord has claimed \$1,500.00 for a truck rental to dispose of the tenants' appliances, old furniture, TV, bed, and table; and the related disposal fee. The landlord included cleaning, disinfecting and deodorizing in his claim according to the monetary order worksheet. No receipts or detailed calculations were provided in the dispute details to support the claim of \$1,500.00. The landlord provided photos which he alleges proves the rental unit had not been cleaned after the tenants vacated.

The landlord stated that a written move-in condition inspection report was not completed. The landlord testified that a move-out condition inspection report was not completed as the tenants did not remain at the rental unit for that purposes on the day they vacated, despite his verbal request to do so.

The landlord testified that he and his wife spent a full day cleaning and painting the rental unit after the tenants vacated. The landlord stated that he had no receipts for the truck rental or disposal fee, as he had rented the truck from his friend and paid in cash.

The landlord applied for dispute resolution on May 8, 2012. The landlord testified that the forwarding address provided by the tenants did not exist, as the registered mail was returned as "no such address".

The landlord provided a copy of the tenants' written forwarding address; photos; monetary order worksheet, and copies of cheques as evidence for this proceeding.

### Analysis

**\$1,500.00 claim for unpaid rent** – The landlord testified that rent for May 2012 was not paid. Pursuant to section 26 of the *Act* a tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, I find that the tenants have failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. I find the landlord has met the burden of proof and I award him a monetary claim of \$1,500.00 for May 2012 unpaid rent.

**\$1,500.00 claim for truck rental, disposal fee, damage, cleaning and other associated costs** – The landlord did not provide a detailed breakdown of this aspect of his claim. The landlord provided photos which show a rental unit that does not appear clean. Residential Policy Guideline #1 states that the tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with a reasonable health, cleanliness and sanitary standard. Based on the photos provided as documentary evidence prior to the hearing, I find the rental unit was not left in a reasonably clean condition. Therefore, I award the landlord the equivalent of 8 hours of cleaning for both he and his wife at \$15.00 per hour for a total of \$240.00. I find the landlord has insufficient evidence to prove the other damages claimed.

The landlord has partially succeeded with his application; therefore I award recovery of half of the filing fee in the amount of \$25.00.

The tenants' security deposit of \$750.00 and pet damage deposit of \$750.00 has accrued no interest since August 2011. The landlord stated that he continues to hold the deposits for a total of \$1,500.00.

**Monetary Order** – I find that the landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenants' security deposit and pet damage deposit for rent owed as follows:

May 2012 rent	\$1,500.00
Cleaning costs (\$15.00 per hour @ 8 hours X 2 people)	\$240.00
Less security deposit	(\$750.00)
Less pet damage deposit	(\$750.00)
Half of filing fee	\$25.00
<b>TOTAL</b>	<b>\$265.00</b>

Conclusion

I find that the landlord has established a total monetary claim of **\$1,765.00** as indicated above. I order that the landlord retain the security deposit of \$750.00 and pet damage deposit of \$750.00 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$265.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under 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, 2012

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Residential Tenancy Branch