



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenants did not appear. Evidence submitted by the landlord includes the Canada Post tracking number(s) for the registered mail, and the Canada Post website informs that the package(s) were "successfully delivered."

Documentary evidence subsequently provided by the landlord to the tenants was sent by registered mail. Evidence submitted by the landlord includes the Canada Post tracking number(s) for the registered mail, and the Canada Post website informs that these package(s) were also "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from July 15, 2011 to July 30, 2012. Monthly rent of \$3,800.00 was due and payable in advance on the first day of each month, and a security deposit of \$1,900.00 was collected. A move-in condition inspection report was completed with the participation of both parties on July 12, 2011.

By e-mail to the landlord's agent dated April 1, 2012, tenant "AG" informed the landlord that "We are moving out on May 31." Rent was paid up to the end of May and the tenants vacated the unit by on or about May 31, 2012. No rent was paid for June 2012. A move-out condition inspection report was completed with the participation of both

parties on June 4, 2012. By way of conversation between the parties at the end of tenancy, it was agreed that the landlord's agent would send documentation to the tenants' forwarding address related to any and all matters still outstanding. No new renters were found for June 2012.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence, which includes but is not limited to, several receipts and the comparative results of move-in and move-out condition inspection reports, as well as the affirmed / undisputed testimony of the landlord's agent, the various aspects of the landlord's claim and my findings around each are set out below.

\$3,800.00*: unpaid rent for June.

Section 45 of the Act addresses **Tenant's notice**, and provides in part as follows:

45(2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end date of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find that the tenants' manner of ending the fixed term tenancy does not comply with the above statutory provisions. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

\$252.00*: handyman repairs.

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

I find that the repairs required in the unit after the end of tenancy reflect damage which is in excess of “reasonable wear and tear.” In the result, I find that the landlord has established entitlement to the full amount claimed.

\$211.68*: carpet cleaning.

Residential Tenancy Policy Guideline # 1 (the “Guideline”) addresses “Landlord & Tenant – Responsibility for Residential Premises.” Under the heading CARPETS, the Guideline provides in part as follows:

- 3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

I find that the carpets were not adequately cleaned at the end of tenancy, and that the landlord has, therefore, established entitlement to the full amount claimed.

\$525.00*: house cleaning.

I find that cleaning required in the unit after the end of tenancy reflected a unit that did not meet the threshold of having been left “reasonably clean.” This finding is made, in part, on the basis of the landlord’s need to remove discarded items left behind in the unit by the tenants. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

\$1,523.20*: *landscaping (part 1)*

Prior to the start of this tenancy, the lawn and garden had been maintained on a regular basis by a professional service provider. The tenants declined at the start of tenancy to continue with the same service provider. Rather, the tenants informed the landlord that they would maintain the lawn and garden by way of engaging their own service provider. However, it did not appear at the end of tenancy that the lawn and garden maintenance had been routinely maintained by anyone.

Under the heading PROPERTY MAINTENANCE, Guideline # 1 provides in part as follows:

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

Further to the relevant provisions set out above in Guideline # 1, the tenancy agreement sets out the tenants' responsibilities for the grounds, in part, as follows:

And, to maintain the lands and premises in good repair.

And, to leave the premises and grounds in good repair order.

Tenant(s) to maintain lawns and gardens.

I find that lawn and garden maintenance required at the end of tenancy reflected an absence of routine attention required pursuant to the tenancy agreement and the Guideline. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

\$380.80*: *landscaping (part 2)*.

For reasons identical to those set out immediately above, I find that the landlord has established entitlement to the full amount claimed.

\$100.00*: *filing fee*.

As the landlord has succeeded with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Sub-total entitlement: \$6,792.68

I order that the landlord retain the security deposit of \$1,900.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$4,892.68 (\$6,792.68 - \$1,900.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$4,892.68. This order may be served on the tenants, filed in the 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: August 22, 2012.

Residential Tenancy Branch