



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL REALTY GROUP II INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

This hearing dealt with a landlord's application for monetary compensation for loss of rent, damage, garbage removal, and cleaning costs. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant at his current address of residence on January 2, 2013 via registered mail. The registered mail was returned as unclaimed. The address used was obtained by a collection agency working with the landlord shortly before the Application for Dispute Resolution was filed. The landlord provided the registered mail tracking number as proof of service. In the absence of evidence to the contrary, I accepted that the tenant was sufficiently served in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent, damage, garbage removal, and cleaning, in the amounts claimed?

### Background and Evidence

The tenancy started June 1, 2010 and the tenant was required to pay rent of \$1,060.00 on the 1<sup>st</sup> day of every month. The landlord determined the tenant abandoned the property in early September 2012.

By way of a previous dispute resolution hearing held on September 6, 2012 (file no. 791787) the landlord testified the monthly rent was \$1,070.00 and the landlord was granted a Monetary Order for unpaid rent for the months of July and August 2012 in the sum of \$2,140.00. It was also stated during that hearing that the tenant had vacated the rental unit on September 1, 2012 and an Order of Possession was no longer required.

The landlord subsequently filed an Application for Dispute Resolution on September 18, 2012 under the Direct Request procedure (file no. 798136) based upon a 10 Day Notice posted on the door of the rental unit September 2, 2012. Based on those written submissions, the landlord obtained an Order of Possession and a Monetary Order for unpaid rent for September 2012. In filing that Application under the Direct Request procedure, the landlord had affirmed that the tenant was served with the Notice of Direct Request Proceeding via personal delivery on September 18, 2012. During the hearing held on this date, the landlord stated the Notice of Direct Request Proceeding had been posted on the door of the rental unit. While service of those documents is questionable, the landlord was provided with a Monetary Order for unpaid rent for September 2012 in the amount of \$1,060.00 and that order has not been the subject of review consideration. I expressed concerns about the landlord's credibility and the landlord responded by stating the staff person responsible for the Application filed under the Direct Request procedure has since been terminated as an employee of the landlord.

By way of the Application before me, the landlord sought to recover unpaid rent for the months of September 2012 and October 2012. As the landlord has already claimed and received a Monetary Order for unpaid rent for September 2012 I informed the landlord that such a claim would not be considered again under this Application. Accordingly, I limited the landlord's claim for unpaid rent to that pertaining to October 2012.

The landlord testified that the tenant did not give notice to end the tenancy and despite the multiple months of unpaid rent the landlord accepted the tenant's repeated promises to pay the rent. Eventually, during conversations with the tenant over the telephone in early September 2012 the tenant confirmed to the landlord that he would not be returning to pick up the remainder of his possessions. The landlord considered the unit abandoned at that point in time.

In early September 2012, the landlord found the rental unit to be very unclean, with many abandoned possessions and garbage, graffiti on the walls, and holes in the walls. Due to the tenant's failure to give a notice to end tenancy and the condition the rental unit as it was left by the tenant the unit was not shown to prospective tenants until the third week in September 2012. New tenants were not secured until November 1, 2012.

In light of the above, the landlord is seeking to recover loss of rent for October 2012 in the amount of \$1,060.00 plus costs for the following services:

Garbage removal and dump fees (x 2)	\$ 246.00
Cleaning, wall repairs and repainting	\$ 318.00
Carpet cleaning	\$ 151.20

Invoices for the above services were included in the landlord's evidence and are dated September 7, 2012, September 14, 2012, and September 26, 2012 respectively.

I noted that the above claim includes \$155.00 for painting. I heard that the landlord last painted the unit in 2010. The landlord argued that the claim for \$155.00 is reasonable and reflects depreciation as the landlord did not include the cost of paint and the landlord kept costs low by paying staff persons \$10.00 per hour instead of hiring professional painters.

With respect to the security deposit of \$525.00 the landlord testified that it had already been awarded to the landlord by way of a previous dispute resolution decision. However, upon review of all of the decisions and Orders issued to the landlord for this tenancy I determined that the landlord has not been awarded the security deposit. Therefore, I have considered that the landlord is in possession of the security deposit in determining the amount of the landlord's losses.

### Analysis

In order to end a tenancy, the tenant is required to give the landlord written notice at least one month in advance. At the end of the tenancy, the tenant is required to remove all of their possessions, and leave the rental unit reasonably clean and undamaged.

I accept the undisputed evidence before me that the tenant did not give the landlord proper notice to end the tenancy and that the landlord determined the rental unit was abandoned in early September 2012.

Upon review of the photographs, the landlord's undisputed testimony, and receipts for cleaning, garbage removal and repairs, I accept that the tenant left the unit dirty, damaged and not in a condition to be shown to prospective tenants until the latter portion of September 2012.

Considering the above, I find the tenant's breach of the Act resulted in the landlord suffering a loss of rent for the month of October 2012. Therefore, I award the landlord loss of rent for the month of October 2012.

Further, I find the landlord has substantiated the costs incurred to repair and clean the rental unit and I am satisfied the amounts claimed are reasonable and take into account depreciation of the interior paint. Therefore, I hold the tenant responsible for compensating the landlord for these costs.

I also award the \$50.00 filing fee to the landlord.

In calculating the landlord's Monetary Order I have taken into account the security deposit that the landlord has not been previously awarded and is still holding. As such, by way of this decision, I authorize the landlord to retain the security deposit in partial satisfaction of the unpaid rent for October 2012. I have also taken into account that the Monetary Order for unpaid rent \$2,140.00 granted pursuant to the first hearing was overstated by \$20.00 based upon incorrect testimony that rent was \$1,070.00 per month.

In light of the above, I provide the landlord with a Monetary Order calculated as follows:

Unpaid Rent: October 2012	\$1,060.00
Less: overstated rent previously awarded	(20.00)
Less: security deposit in landlord's possession	(525.00)
Garbage removal and dump fees	246.00
Cleaning, wall repairs and repainting	318.00
Carpet cleaning	151.20
Filing fee	<u>50.00</u>
Monetary Order	\$1,280.20

The Monetary Order must be served upon the tenant and may be enforced by filing it in provincial Court (Small Claims) as an order of the court.

### Conclusion

The landlord has been authorized to retain the tenant's security deposit and I have provided the landlord a Monetary Order for the balance of \$1,280.20 to serve and enforce.

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: March 21, 2013

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Residential Tenancy Branch

