



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND; MNDC; MNR

### **Introduction**

This is the Landlord's application for a Monetary Order for damages, unpaid rent and compensation for damage or loss under the Act, regulation or tenancy agreement.

It was determined that the Tenant received the Notice of Hearing documents, by registered mail, on January 28, 2013. It was also determined that the Tenant received the Landlord's documentary evidence, by registered mail, on April 5, 2013. The Tenant did not provide any documentary evidence to the Residential Tenancy Branch or to the Landlord.

### **Issues to be Decided**

- Is the Landlord entitled to compensation for unpaid rent, cleaning, repairs, the cost of changing the lock, and moving the Tenant's abandoned items out of the rental unit?

### **Background and Evidence**

A copy of the tenancy agreement was provided in evidence. This tenancy began on March 1, 2012. Monthly rent was \$1,150.00 at the beginning of the tenancy, due on the first day of each month. The Tenant was not required to pay a security deposit. The Landlord agreed to lower monthly rent to \$800.00 in May 2012 when the Tenant's roommate moved out. Rent at the end of the tenancy was \$800.00.

On November 8, 2012, the Tenant gave the Landlord verbal notice that she was moving out. The Tenant vacated the rental unit on November 27, 2012.

### **The Landlord gave the following testimony:**

The Landlord testified that he could not show the rental unit to prospective tenants because it was so messy. He stated that it took three weeks to clean, paint and repair the rental unit.

The Landlord said that the rental unit was filthy at the end of the tenancy and that the Tenant had left garbage and abandoned a microwave and other items in the rental unit.

He testified that the Tenant's cat had urinated on the laundry room carpet, which had to be replaced. The Landlord replaced the carpet with laminate flooring. The Landlord does not seek to recover the cost of materials, but seeks compensation for his time spent, at \$20.00 per hour, for ripping out the carpet and laying down the laminate floor.

The Landlord also seeks compensation for the time he spent cleaning and painting other items. The Landlord stated that the bathtub was full of mildew, which caused him to have to re-caulk the tub. The Landlord testified that the bedroom wall had a substance on the wall that was impossible to remove. He said that it had been freshly painted at the beginning of the tenancy.

The Landlord testified that the Tenant did not return the keys to the rental unit at the end of the tenancy.

The Landlord provided photographs and receipts in evidence.

The Landlord seeks a monetary award, calculated as follows:

Loss of revenue for December, 2012	\$800.00
Landlord's labour: removing carpet and laying laminate flooring (1.5 hours)	\$30.00
Landlord's labour: cleaning kitchen and appliances (4 hours)	\$80.00
Landlord's labour: cleaning bathroom and re-caulking tub (3 hours)	\$60.00
Landlord's labour: cleaning window and sill (1 hour)	\$20.00
Painting master bedroom (3.5 hours labour and \$30.00 for paint)	\$100.00
Changing lock/new keys (1 hour labour and \$30.00 for lock and keys)	\$50.00
Landlord's labour: gathering Tenant's belongings and storing in garage (1 hour)	\$20.00
Cost of carpet cleaner rental	\$25.00
<b>TOTAL CLAIM</b>	<b>\$1,185.00</b>

The Tenant gave the following testimony:

The Tenant agreed that the walls were freshly painted when she moved into the rental unit. The Tenant stated that the kitchen was not finished when she moved in. The Tenant testified that the carpets in the bedroom were dirty when she moved into the rental unit.

The Tenant acknowledged that she left some things in the rental unit.

The Tenant stated that she lost her key.

### **Analysis**

Section 45 of the Act requires a tenant to provide at least one month's notice to end a month-to-month tenancy. Section 52 of the Act provides that a notice to end tenancy **must** be in writing to be effective. I find that the Tenant did not provide the Landlord with effective notice to end the tenancy and that the Landlord is entitled to loss of revenue for the month of December in the amount of **\$800.00**.

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged at the end of the tenancy. Residential Tenancy Policy Guideline #1 provides that a tenant may be required to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of the tenancy, if the tenant had uncapped pets.

The photographs provided by the Landlord indicate that the rental unit was not left in a reasonably clean condition at the end of the tenancy. In addition, the Tenant left garbage and personal belongings throughout the rental unit.

Based on both of the parties' testimony and the Landlord's documentary evidence, I find that the Landlord's claim is very reasonable and that he has provided sufficient evidence to support his claim. Therefore, I allow the remainder of the Landlord's claim for damages in the amount of **\$385.00**.

### **Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$1,185.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 26, 2013

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Residential Tenancy Branch

