



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Waldorf Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. I heard evidence from the tenant's witness during the hearing. At the commencement of the hearing the tenant requested that the hearing be delayed. She said that she was ill and her illness prevented her from submitting information in response to the landlord's claim. The tenant did not submit any medical evidence to support her claim to be ill. The tenant did not refer to any particular evidence that she wished to submit. She said she intended to pursue a claim against the landlord. The tenant was present at the hearing; she had a witness available and I declined to grant an adjournment to the tenant because it would be prejudicial to the applicant and the tenant did not provide convincing evidence that an adjournment was required.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began on July 1, 2012 for a fixed term ending December 31, 2012 and thereafter month to month. The monthly rent was \$1,100.00, payable on the first of each month. The tenant paid a \$550.00 security deposit and a \$550.00 pet deposit on June 29, 2012.

On September 22, 2012 the tenant gave the landlord a Notice to end her tenancy effective September 30, 2012. The tenant complained about a lack of heat and plumbing problems. She blamed the landlord for pneumonia that she said caused to visit the hospital emergency department. She demanded the return of her damage and

pet deposits. On September 25th she sent a second letter saying that due to the death of her aunt in Toronto she would be staying: "until the end of October at least".

On November 16th the tenant submitted another letter to the landlord. She said in part:

Having reached a point in my illness where I am no longer able to take care of the physical demands of living on the second floor of an apartment building with no elevator in a two bedroom unit, I attempted to have my Husband move in to take care of both me and the apartment.

You and your Management Company will not even make the slightest effort to contact me, my Father or my Doctor to allow this to happen, and during our earlier conversation you in fact advised me it went against the lease I signed to have him stay here on any terms whatsoever.

That being the case, THIS IS MY FINAL NOTICE TO VACATE THE PREMISES BY NOVEMBER 30, 2012.

I WILL BE PRESENTING A DOCTOR'S NOTE ON MONDAY TO SUPPORT THIS RESON FOR GIVING SHORT NOTICE SO THAT YOU OR YOUR MANAGEMENT COMPANY WILL HAVE ABSOLUTELY NO CASE WITH RESIDENTIAL TENANCY, AND WHEN I SPOKE TO RESIDENTIAL TENANCY YESTERDAY, I HAVE BEEN ASSURED I MOST CERTAINLY DO.

THE DECEMBER 1, 2012 RENT CHEQUE HAS BEEN CANCELLED AND UNDE THE CIRCUMSTANCES, RESIDENTIAL TENANCY ADVISED YOU HAVE ABSOLUTELY NO CLAIM WHATSOEVER TO ANY PORTION OF MY DAMAGE AND PET DEPOSITS, AND UPON VACATING ON NOVEMBER 30TH, I EXPECT TO RECEIVE THESES AMOUNTS IN FULL. (reproduced as written)

The tenant moved out before the end of November. The landlord's representative said that the tenant refused to allow the landlord to have access to show the rental unit, even upon notice and even after she had vacated. The landlord submitted photographic evidence showing that the rental unit was left uncleaned, with debris, garbage and cast-offs left behind. The landlord's representative testified that the tenant's so called husband was first described by the tenant as: "her best friend" and "like a brother" to her. He said that the landlord had no objection to the tenant having a room-mate, but they required that the room-mate fill out an application and provide references. The tenant did not provide the landlord with an application, but in November she asked the landlord to fill out a rent assistance application for her proposed room-mate to allow him

to collect welfare benefits for his accommodation. The landlord refused to sign the form without a tenancy agreement in place. It was not until November 7, 2012 that the tenant provided an application in which the room-mate was referred to as the tenant's "ex-husband". The tenant failed to provide any verifiable references for her room-mate. A number given for a former landlord proved to be an unassigned phone number and the landlord said that even the most basic and fundamental information was not provided and therefore the landlord was unable to approve his tenancy.

When the tenant's witness testified at the hearing he was unable to identify his former landlord or confirm any references said to have been given to the landlord.

The landlord claimed the following amounts:

• Cleaning:	\$400.00
• Touch ups/repairs/ repainting	\$100.00
• Lost rent:	\$1,100.00
• Lost laundry card:	\$10.00
• Damaged blind:	\$50.00
Total:	\$1,660.00

The landlord also submitted a hydro bill in the amount of \$255.80 that it said was the tenant's responsibility.

Analysis and conclusion

The tenancy was for a fixed terms ending December 31, 2012. The tenant moved out before the end of the term and did not give proper notice. I accept the landlord's evidence that the tenant blocked legitimate efforts to re-rent the unit and refused access to the landlord. The photographic evidence established that the rental unit was left in a deplorable condition at the end of the tenancy and extensive cleaning was required. The landlord claimed \$400.00 for cleaning; I consider that amount to be excessive. I find that an award of \$300.00 for cleaning is appropriate. The landlord is entitled to an award of \$100.00 for painting and repairs. I grant landlord's claim for lost rent of \$1,100.00, \$10.00 for a lost laundry card and \$50.00 for a damaged blind. I do not allow the claim for Hydro; the bill is not in the landlord's name and it appears to relate to charges incurred commencing in May, 2012, before the tenancy began. I was not given an explanation concerning the bill and the delay in presenting it and I decline to allow the claim for Hydro.

The total amount awarded to the landlord is the sum of \$1,560.00. The landlord is entitled to recover the \$50.00 filing fee for its application, for a total award of \$1,610.00. I order that the landlord retain the security and pet deposits of \$1,100.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$510.00. This order may be registered 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: June 10, 2013

Residential Tenancy Branch