



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The hearing was conducted by conference call. The landlord and the named tenant called into the conference and participated in the hearing. The landlord testified that the tenants were served with the application and Notice of Hearing by registered mail. The landlord acknowledged receipt of the tenant's application for dispute resolution. The tenant denied receiving the landlord's photographs although she acknowledged receipt of the landlord's application and Notice of Hearing. The landlord applied for a monetary order for loss or revenue and the cost of cleaning, garbage disposal and repairs. The tenant applied for the return of her security deposit, including double the amount of the deposit.

### Issue(s) to be Decided

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

Is the tenant entitled to the return of the security deposit, including double the amount?

### Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began in 2011. In 2012 the tenant J.M. acquired a new room-mate, K.W. and in January, 2012 the landlord signed a new tenancy agreement for a one year term and thereafter month to month. Rent was \$795.00, payable on the first of each month. The landlord acknowledged receipt of a security deposit of \$397.50 as of January 1, 2012.

The landlord testified that on May 7, 2012 the tenants paid rent for May and gave written notice that they intended to move out on June 1, 2013. The landlord said he spoke to the tenant and told her that she must move out on May 31<sup>st</sup>, but she did not leave until June 2<sup>nd</sup> and when he arrived at the rental unit the tenant was not there; she

left the keys and a forwarding address, but she had not cleaned the rental unit. She left garbage and cast off furniture and other items behind. The fridge was full of food and nothing had been cleaned. The landlord and his wife cleaned the rental unit and hauled a truck and trailer load of garbage and cast offs to the dump. The landlord claimed the following amounts:

- June rent: \$795.00
- Cleaning: \$250.00
- Remove garbage \$175.00
- Replace hall carpet and underlay \$210.00
- Shampoo carpet living room, bedrooms \$80.00
- Replace light fixture cover: \$35.00
- Unpaid utilities: \$197.26

Total: \$1,742.26

The landlord testified that the tenant had a pet without permission. He said the carpet was so stained and urine soaked that he had to replace it. The landlord did not provide an invoice for the carpet. The landlord said that he purchased the carpet and installed in himself. The landlord said that he is a contractor and does this sort of work for himself. The landlord said that he cleaned the carpets himself. He provided a copy of an unpaid electrical bill in the amount of \$197.26 that was charged to him by the City of New Westminster, when the tenants failed to pay the bill when the tenant closed the utility account.

The tenant said that she gave the landlord notice that she was moving on May 7<sup>th</sup> because the landlord failed to attend on May 1<sup>st</sup> to pick up the rent. The tenant said that she told the landlord she was moving out on June 1<sup>st</sup> and she left on June 1<sup>st</sup> as promised because that was the earliest day she could move to her new accommodation. The tenant said there was a mould and moisture problem in the rental unit and the landlord refused to deal with it. The tenant said that the landlord failed to contact her about a move out inspection after the tenancy ended. The tenant said that she cleaned the rental unit and she left some bagged items of garbage inside the unit because she could not leave the bags outside the unit. When asked about cleaning, specifically about food left in the refrigerator, the tenant said she could not say whether she cleaned the fridge because she has some short term memory problems caused by medication that she takes.

The landlord testified that he served the tenant with the application for dispute resolution and Notice of hearing and he gave the tenant his evidence, including photographs at the same time that he served the application. The landlord disagreed with the tenant's evidence concerning rent payments and his visits to pick them up. He said the tenant often paid late and did not have the rent on the first of the month, then she would call him later in the month to tell him she had the rent money and he would attend at the rental unit to receive it. The landlord said the tenant gave him the Notice that she was moving along with the rent payment for May on May 7<sup>th</sup>. The landlord said that he repeatedly told the tenant that she needed to open a window in the rental unit from time to time, to allow air to circulate, but he said the tenant was not inclined to do so and he found there was a mould problem when the tenant moved out, but it was not due to any problem or defect in the rental unit itself.

### Analysis

I accept the landlord's testimony that he served the tenant with his documents and photographs along with his application and accordingly I have considered this evidence in arriving at a decision. The tenant did not give a full month's notice in writing before she moved out on Saturday, June 1<sup>st</sup>. In order to be effective on May 31<sup>st</sup>, the tenant should have given a written notice to the landlord not later than April 30<sup>th</sup>. The landlord did not re-rent the unit for any part of June and I find that the landlord is entitled to an award of rent for June in the amount claimed. The landlord's evidence shows that the rental unit was left in a deplorable state at the end of the tenancy. The photographs show that there was a large amount of garbage and cast off furniture and other items of no particular value abandoned by the tenants. I accept the landlord's claims for cleaning and garbage disposal and carpet cleaning in the amounts claimed.

The landlord bears the burden of proving his claims for carpet replacement and replacing a light fixture; he provided no invoices for the carpet purchase or for the light cover. In the absence of any documents to substantiate these amounts, the claims are denied.

### Conclusion

I allow the landlord's claims in his application in the total amount of \$1,497.26. This is made up of the following:

- June rent: \$795.00
- Cleaning: \$250.00
- Garbage removal: \$175.00

- Carpet shampoo: \$80.00
- Utilities: \$197.26

The landlord is entitled to recover the \$50.00 filing fee, for a total award of \$1,547.26

The landlord commenced his application to claim a monetary order and to retain the security deposit within 15 days of the end of the tenancy; therefore there is no basis for the tenant's claim for payment of her security deposit including double the amount and her application is dismissed without leave to reapply. I order that the landlord retain the security deposit of \$397.50 in partial satisfaction of the award and I grant the landlord a monetary order under section 67 for the balance of \$1,149.76. 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: September 06, 2013

---

Residential Tenancy Branch

