



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CML Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on September 13, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord and the property owner appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the landlord permitted to keep all or part of the security and pet deposit?

Background and Evidence

The landlord testifies that this tenancy started on June 01, 2012 for this tenant and his brother. The tenant's brother moved out and a new tenancy agreement was entered into with this tenant as a sole tenant on August 01, 2013. Rent was agreed at \$1,000.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$500.00 and a pet deposit of \$500.00 on June 01, 2012.

The landlord testifies that the tenant gave written notice to end the tenancy on August 08, 2013 which had an effective date of August 31, 2013. The tenant vacated the rental unit on that date and provided a forwarding address in writing on September 04, 2013.

The tenant failed to pay rent for August of \$1,000.00. The landlord seeks a Monetary Order to recover the unpaid rent. The landlord also seeks a Monetary Order to recover a loss of rental income for September as the unit could not be re-rented for September 01, 2013. The landlord testifies that the tenant kept the unit in an appalling condition which made it very difficult to show through August in order to get new tenants for September 01, 2013.

The landlord testifies that at the end of the tenancy the tenant failed to clean the unit and left garbage and other items in the unit. The landlord had estimated that it would

cost \$300.00 to clean the unit when this application was filed but once the work was completed by a professional cleaning company the cost went much higher. The cleaner spent 52.5 hours cleaning the unit and charged \$20.00 per hour. They also had to remove the large amount of garbage to the dump which was charged at \$45.00 per hour. The carpets were also cleaned. The total cleaning bill including the carpets came to \$1,222.75. The landlord has provided a copy of the cleaning invoice and the carpet cleaning invoice in evidence. The unit was not ready to be re-rented until September 15, 2013. The landlord testifies that as the landlord could not re-rent the unit for September the unit was put back on the market to be sold at the end of September, 2013.

The landlord requests an Order to keep the security and pet deposit to offset against the unpaid rent and cleaning.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me. S. 26 of the *Act* states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied with the undisputed evidence before me that the tenant failed to pay rent for August, 2013 of **\$1,000.00** and there find the landlord is entitled to a monetary award to recover this amount from the tenant.

With regard to the landlord's claim for a loss of rent for September, 2013; a tenant is required to provide a landlord with one clear months Notice to end a tenancy. This notice must be received by the landlord at least the day before the day that rent is due

in order to be effective by the end of the following month. As the tenant did not give proper notice to the landlord in accordance with s. 45 of the *Act* then I find the landlord has established a claim for unpaid rent for September, 2013 of **\$1,000.00**.

With regard to the landlords claim for cleaning, s. 32 of the *Act* states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. I have reviewed the condition inspection report and find that the tenant has not maintained a reasonable standard of cleanliness in the unit and it appears from this report that the unit was left in a dirty condition. A tenant is also required to ensure the carpets are left reasonably clean and if the tenant has a pet then the carpets must be shampooed or steam cleaned at the end of the tenancy. I am therefore satisfied with the undisputed evidence before me that the landlord incurred costs of \$1,222.75 to clean the unit and carpets and remove garbage to the dump. The amount originally claimed was less than this amount as the landlord had provided an estimated cost when they filed this application. Upon consideration of the evidence I will allow the landlord to amend their claim for the actual costs incurred to clean the unit and the landlord will receive a monetary award for the amount of **\$1,222.75**.

I find in favour of the landlord's claim to keep the security and pet deposit to a total amount of **\$1,000.00** in partial satisfaction of this claim pursuant to s. 38(4)(b) of the *Act*. The landlord is also entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim pursuant to s. 67 and 72(1) of the *Act*. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,272.75**. The order must be served on the respondent and should the tenant fail to comply with the Order it is enforceable through the Provincial Court 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: November 19, 2013

Residential Tenancy Branch

