



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Acquario Building Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

Two representatives of the landlord attended the teleconference hearing and gave affirmed evidence. The tenants did not attend the hearing.

The landlord gave evidence that she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by personal service on January 8, 2014. I find the tenants were properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental unit?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement?

### Background and Evidence

This tenancy was the subject of a previous dispute resolution hearing (RTB File 249151) which resulted in an order of possession and a monetary order for the landlord. That monetary order included compensation for unpaid rent of \$895.00 for the month of November 2013.

The landlord gave evidence that the tenants vacated the rental unit on December 3, 2013. The landlord's evidence is that the tenants left behind various possessions which they told the landlord in a telephone conversation they did not want.

The landlord gave evidence that it was necessary to remove the tenants' abandoned possessions, clean the rental unit, repair or replace damaged blinds, and repair and paint a damaged wall. The landlord provided photographs of the rental unit which support the landlord's description of the damage caused by the tenants and the tenants' failure to remove all of their possessions or clean the rental unit.

The landlord provided a copy of an invoice from a related family business for removal, repair, and cleaning services. The invoice includes 15 hours work for removal services at \$20.00 per hour and 18 hours work for cleaning services at \$20.00 per hour. The invoice totals \$1,016.22.

The landlord also claims compensation for being unable to re-rent the rental unit for the month of December 2013 because the tenants did not vacate until early December and the rental unit then required removal, cleaning, and repair work.

### Analysis

I accept the landlord's evidence that the tenants caused minor damage to the rental unit, left behind possessions, and did not clean the rental unit. I find the invoice of \$1,016.22 is an appropriate fee for the removal, repair, and cleaning services and the landlord is entitled to be reimbursed for that amount.

I find the landlord is also entitled to compensation for the month of December 2013 because the tenants continued to occupy the rental unit for part of the month and the rental unit then required removal, repair, and cleaning services before it could be shown to new prospective tenants. I set that compensation at \$895.00. The landlord is also entitled to recover the RTB filing fee of \$50.00. The total amount due the landlord is \$1,961.22 and I grant the landlord a monetary order for that amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlord a monetary order for \$1,961.22.

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 12, 2014

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Residential Tenancy Branch

