



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, O, FF

### Introduction

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

The landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord's evidence is that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on March 19, 2014. I find the tenant was properly served.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy agreement signed by the parties on February 6, 2013 indicates the tenancy started March 1, 2013 and was for a fixed term ending February 28, 2014. The tenants were obligated to pay rent of \$1,695.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$847.50 and a pet deposit of \$847.50.

The tenancy agreement indicates there were initially two tenants, however the tenancy agreement is amended to remove the name of one of the joint tenants. The landlord's evidence is that the parties agreed the tenant who moved out would not be held responsible for any debts arising from the tenancy after she moved out. The landlord is therefore only proceeding against the tenant who remained.

The remaining tenant moved out of the rental unit on March 3, 2014.

The landlord gave evidence that the tenant did not pay rent for February 28, 2014; the landlord claims \$1,695.00 in unpaid rent. In addition, the tenant remained in the rental unit for 3 days in March, delaying the move-in of the new tenants. Accordingly, the landlord was forced to give a 3-day rent rebate to the new tenants in the amount of \$106.00. The landlord claims this amount from the tenant.

The landlord gave evidence the tenant did not do any cleaning before she moved out. The landlord incurred costs of \$157.50 for carpet cleaning and \$300.00 for general cleaning (12 hours at \$25 per hour) of the house. The landlord provided receipts in support of these expenses.

The landlord also claims an expense based on a receipt from Carmichael Construction Ltd ("CC"). The receipt indicates that CC spent four hours at \$47.50 per hour removing garbage and debris from the garage, yard, and shed and hauling it to the dump with a dump fee of \$95.00. CC also spent 1.5 hours doing work described as "Replaced 8 bulbs in house" at \$47.50 per hour plus materials at \$38.00. With GST, the receipt totals \$413.96.

### Analysis

I accept the landlord's evidence that the tenant did not pay rent for February 2014 and moved out on March 3, 2014. I find the landlord is entitled to compensation for unpaid rent of \$1,695.00 and rent rebate loss of \$106.00.

I also accept the landlord's evidence that the tenant left behind garbage that had to be removed, and did not clean the rental property. The landlord is entitled to be compensated for reasonable cleaning and removal costs. I find the carpet cleaning cost of \$157.50 and general cleaning cost of \$300.00 to be reasonable. However, I find the \$47.50 hourly rate charged by Carmichael Construction to be unreasonably high given the description of the work performed, which is unskilled labour. I find the landlord is entitled to no more than \$25.00 per hour as compensation for the work performed by Carmichael Construction. Accordingly, I approve the amount of \$284.03 for the Carmichael Construction receipt.

The landlord is also entitled to recover their RTB filing fee of \$50.00. The total amount due the landlord is \$2,592.53. I order that the landlord retain the security deposit of \$847.50 and pet deposit of \$847.50 in partial satisfaction of the claim and I grant the

landlord an order under section 67 for the balance due of \$897.53. 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 \$897.53. The landlord is also entitled to retain the security deposit and pet deposit.

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: July 18, 2014

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Residential Tenancy Branch

