



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage to the rental unit; for a monetary Order for unpaid rent or utilities; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and documents/photographs the Landlord wishes to rely upon as evidence were sent to each Tenant, via registered mail, at the service address noted on the Tenants' Application for Dispute Resolution. The Landlord submitted a Canada Post receipts that corroborates this statement. The Landlord submitted a Canada Post receipts that corroborates this statement and which shows that the packages were "refused by recipient".

The female Landlord stated that a duplicate copy of the documents, with the exception that the photographs were printed on regular, rather than photograph paper, were again sent to each Tenant, via registered mail, at the service address noted on the Tenants' Application for Dispute Resolution.

In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Tenant appeared at the hearing.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss.

### Preliminary Matter

The hearing was scheduled for 9:30 a.m. on this date and it proceeded in the absence of the Tenant. By the time the hearing was concluded at 10:15 a.m. the Tenant had not appeared.

I find that the Tenant failed to diligently pursue the Tenants' Application for Dispute Resolution and I therefore dismiss the Tenants' Application without leave to reapply.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid utilities and damage to the rental unit?

Is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The female Landlord stated that this tenancy began on July 01, 2013, although the Tenant was permitted to move in approximately one week before that date. She stated that on January 07, 2014 the Tenant told the Landlord they would be moving by the end of January and that on January 17, 2014 the Landlord determined that the rental unit had been vacated.

The female Landlord stated that the Landlord is not seeking compensation for lost revenue, as rent has been paid for January and February of 2014, and that a new tenant was found for March 01, 2014.

The female Landlord stated that the Tenant paid a security deposit of \$600.00.

The female Landlord stated that the Tenant did not provide a forwarding address until the Tenant served the Landlord with the Tenants' Application for Dispute Resolution. The Landlord could not recall when the Tenants' Application for Dispute Resolution was received.

The Landlord is seeking compensation, in the amount of \$143.00 for cleaning the carpet. The female Landlord stated that there were stains on the carpet. The Landlord submitted photographs of the carpet that show cleaning was needed. The Landlord submitted a copy of a receipt to show that this cost was incurred.

The Landlord is seeking compensation for 9 hours of labour for cleaning the rental unit, at an hourly rate of \$25.00; 6.5 hours of labour for cleaning the yard and storage shed, at an hourly rate of \$35.00; and \$34.50 in disposal costs. The female Landlord stated that the rental unit needed cleaning and that a significant amount of debris was left in the unit, the yard, and storage shed. The Landlord submitted photographs of the rental unit and property that show cleaning was needed. The Landlord submitted a copy of a

receipt to show that the Landlord paid \$34.50 to dispose of the Tenant's property. The Landlord submitted an invoice for these labour costs from a company owned by the Landlord.

The Landlord is seeking compensation for 6.5 hours of labour, at an hourly rate of \$35.00, for repairing the walls, including reattaching two towel racks that had been broken during the tenancy. The Landlord submitted photographs of the rental unit that show the walls and towel racks were damaged. The Landlord submitted an invoice for these labour costs from a company owned by the Landlord.

The Landlord is seeking compensation of \$127.33 for materials used to repair the walls and broken towel racks. The Landlord submitted several receipts that show materials for these repairs were purchased.

The Landlord is seeking compensation of \$208.05 for gas costs incurred during the tenancy. The female Landlord stated that the Tenant was obligated to pay for gas used during the tenancy. The Landlord submitted a gas receipt for the period between January 24, 2014 and February 21, 2014, which shows that charges of \$172.18 were incurred. The Landlord submitted a gas receipt for the period between February 21, 2014 and February 28, 2014, which shows that charges of \$35.87 were incurred.

### Analysis

On the basis of the undisputed testimony and the evidence, in particular the photographs, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to clean the carpet at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$143.00 to clean the carpet.

On the basis of the undisputed testimony and the evidence, in particular the photographs, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit and yard in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$34.50 for disposal fees. I also find that the Landlord is entitled to compensation of \$387.50 for 15.5 hours of labour, at an hourly rate of \$25.00, which I find is reasonable for labour of this nature.

On the basis of the undisputed testimony and the evidence, in particular the photographs, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the walls/towel racks that were damaged during the tenancy. I therefore find that the Landlord is entitled to compensation of \$162.50 for 6.5 hours of labour, at an hourly rate of \$25.00, which I find is reasonable for labour of this nature. I also find the Landlord is entitled to compensation of \$127.33 for materials used to repair the walls/towel racks.

On the basis of the undisputed evidence, I find that the Tenant was obligated to pay for gas used during the tenancy. As both gas receipts submitted in evidence were for gas used after the Tenant vacated the rental unit, I cannot conclude that she was obligated to pay these charges. I therefore dismiss the claim for unpaid utilities.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$904.83, which is comprised of \$854.83 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$304.83. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 30, 2014

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Residential Tenancy Branch

