



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF, O

Introduction

These hearings were convened by way of conference call concerning an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for damage to the rental unit, to recover the filing fee, and for ‘Other’ issues.

The Landlords appeared for the original hearing on October 21, 2014 but the Tenant did not. The Landlords both provided affirmed testimony that a copy of the amended Application and the notice of the original hearing was served to the Tenant personally on June 20, 2014. As a result, I accepted the Landlords’ undisputed testimony and determined that the Tenant was served in accordance with Section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

The original hearing was adjourned because the Landlords explained that they had submitted documentary evidence to support the Application prior to the original hearing. However, this was not before me. As a result, I granted the Landlords an adjournment to enable the receipt of the Landlords’ documentary evidence.

Both parties were sent an Interim Decision explaining the reasons for the adjournment of the original hearing, along with notice of the date and time for this reconvened hearing. One of the Landlords appeared for the reconvened hearing and the documentary evidence requested had been provided by the Landlord. However, there was no appearance for the Tenant during the 30 minute duration of the hearing.

As a result, I continued the proceedings in the absence of the Tenant and considered the undisputed evidence presented by the Landlord for this hearing.

Issue(s) to be Decided

- Are the Landlords entitled to a Monetary Order for damage to the rental suite?

Background and Evidence

The Landlord testified that this tenancy started on January 1, 2014 for a fixed term set to expire on June 30, 2014. Rent under the written tenancy agreement was \$1,000.00 payable by the Tenant on the first day of each month. No security deposit was required to be paid.

The Landlord testified that from a previous dispute resolution hearing held on May 30, 2014, the Landlords were issued with an Order of Possession to end the tenancy based on nonpayment of rent. The Landlord testified that the Tenant vacated the rental suite on May 31, 2014.

The Landlord testified to the following damages to the rental suite after the Tenant had vacated it.

- **\$75.00** for blind repairs. The blind slats and mechanisms of the main bedroom had to be repaired.
- **\$200.00** to repair burn marks in the main bedroom and downstairs bedroom as well as the living room.
- **\$50.00** for dump fees as a result of disposing the Tenant's garbage and junk left behind.
- **\$100.00** for replacement of the linoleum of the downstairs bathroom which had been cut.
- **\$195.00** to clean the rental suite. This included cleaning the kitchen, bathrooms, floors, blinds as well as all the appliances. This comprised of two people cleaning the rental suite for six hours at \$15.00 per hour.

The Landlord testified that she spent a week getting the rental suite cleaned and repaired so that it was fit for re-rental. Although the Landlord testified that she was not able to re-rent it until July 1, 2014, the Landlord only claims lost rent for one week in the amount of **\$250.00**. The Landlords indicated this as part of their monetary claim which was detailed in the Monetary Order Worksheet submitted with the Application under damages to the rental suite.

The Landlord testified that the rental suite was being provided to the Tenant furnished. The Landlord testified that this included two televisions and stands, a couch, end tables dining room tables and chairs, and a multitude of kitchen utensils. The Landlord testified that when the Tenant vacated the rental suite, the Tenant took what she needed without her permission. The Landlord testified that the furnishings and utensils were not brand

new and to replace them she valued the loss at **\$350.00** for second hand replacement items.

The Landlord testified that she also had to have all the carpets of the rental suite professionally cleaned. The Landlord provided an invoice as evidence that the suite was professionally cleaned by the same company at the start of the tenancy. The Landlord provided the invoice showing the same amount being claimed from the Tenant, **\$378.00**, for carpet cleaning at the end of the tenancy.

The Landlord provided invoices to verify the above losses and also referenced photographic evidence including garage left behind by the Tenant, unclean appliances and stains on the carpet.

The Landlord claims monetary relief from the Tenant for a total amount of **\$1,598.00**.

Analysis

Section 37(2) of the Act requires a Tenant to leave the rental unit at the end of a tenancy reasonably clean and undamaged, except for reasonable wear and tear.

Policy Guideline 1 to the Act requires a Landlord to provide the Tenant with clean carpets at the start of the tenancy. The guideline continues to explain that where a Tenant had carelessly stained the carpets, the Tenant is responsible for cleaning the carpet at the end of the tenancy regardless of the length of the tenancy. The guideline also states that a Tenant is expected to clean the internal window coverings at the end of the tenancy.

Policy Guideline 3 to the Act explains that a Landlord may recover loss of rent for the subsequent month after the tenancy is ended by the Landlord for nonpayment of rent.

Based on the above provisions of the Act and the policy guidelines, I am satisfied on the balance of probabilities that the Tenant failed to comply with Section 37(2) of the Act in leaving the rental suite reasonably clean and undamaged. This is corroborated and supported by the Landlord's agent's affirmed testimony in conjunction with the Landlords' written and photographic evidence.

The Landlord provided sufficient evidence to show that the Tenant was provided professionally cleaned carpets at the start of the tenancy. As a result, I accept the Landlords evidence that the Tenants failed to clean the rental suite and the carpets at the end of the tenancy.

I accept the undisputed testimony of the Landlord that the Tenant was provided with furnishings and kitchen utensils as part of the tenancy and the items testified to by the Landlord were taken by the Tenant at the end of the tenancy.

The tenancy was ended by the Landlord through an Order of Possession issued to the Landlord for nonpayment of rent and therefore, I find that the Tenant is responsible for the loss of rent claimed by the Landlord for one week in June 2014

I am satisfied that the Landlords incurred the monetary losses claimed as verified by the invoices and documents provided by the Landlords to support their loss. As a result, I find the Landlords are entitled to recover these losses from the Tenant in the amount of **\$1,598.00.**

As the Landlords have been successful in this matter, the Landlords are also entitled to recover from the Tenant the **\$50.00** filing fee for the cost of this Application pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlords is **\$1,648.00.**

Conclusion

For the reasons set out above, I grant the Landlords a Monetary Order pursuant to Section 67 of the Act in the amount of **\$1,648.00.** This order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make the payment in accordance with the Landlords' instructions.

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: January 5, 2015

Residential Tenancy Branch