



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Macdonald Commercial Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on July 10, 2014, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on January 1, 2014 at which time the tenants paid a \$1,250.00 security deposit. The fixed term tenancy ended on June 30, 2014 but the tenants did not vacate the rental unit until July 1.

The landlord testified that the rental unit was unclean at the end of the tenancy and provided photographs showing that the stovetop and refrigerator required cleaning. The condition inspection report shows that the carpets needed cleaning, living room baseboards were dusty, the refrigerator, exhaust fan and range hood were dirty, there were watermarks on the walls of the bathroom and the toilet and bathroom sink had some staining. The landlord claimed that the entire house had to be cleaned as well as the carpets. She provided an invoice from a carpet and upholstery cleaning service showing that she paid \$472.50 for carpet cleaning on July 1. The invoice makes no mention of house cleaning.

The landlord testified that on July 1, the tenants moved their belongings out of the rental unit but left a significant amount of garbage and discarded items in the garage. The tenants initially promised to remove those items, but eventually told the landlord that

she should hire someone to remove it. The landlord provided a copy of an invoice showing that she paid \$399.00 to have the garbage removed.

The landlord provided evidence showing that there was damage to the walls throughout the rental unit, a closet door required repair, a cover for a built-in vacuum access was missing and a pane of glass was missing at the end of the tenancy. She provided an invoice showing that she paid a total of \$304.50 to have these items repaired.

The landlord testified that a new tenancy was scheduled to begin on July 1 with new occupants and that when she scheduled a move out condition inspection with the tenants for June 30, she contacted the new occupants to offer them access to the rental unit on June 30. The landlord testified that as a result of this offer, the new occupants vacated their previous residence one day early, anticipating that they could move into the rental unit on June 30. When the tenants did not move out of the unit on June 30, the landlord paid for hotel and meal costs for the new occupants from June 30 – July 2.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

The landlord claimed that the tenants agreed with all of the charges except for the charge for garbage removal. In the absence of testimony or a written statement from the tenants indicating their agreement with the charges, I am not satisfied that the tenants agree with the proposed charges and therefore expect the landlord to meet her burden of proof.

The tenants were obligated under the terms of the tenancy agreement to have the carpets professionally cleaned at the end of the tenancy. The landlord provided an invoice showing that she paid \$472.50 for carpet cleaning and I find that the tenants are obligated to reimburse the landlord for that cost. I award the landlord \$472.50.

I find that the tenants were obligated to remove all of their belongings and garbage at the end of the tenancy and failed to do so. I find that they should be liable for the cost of removing the garbage from the garage and I find the \$399.00 charge to be reasonable. I award the landlord \$399.00.

I accept that the tenants left the rental unit in a damaged condition and that the landlord incurred some cost to perform repairs. I find the cost of \$304.50 to be reasonable and I award the landlord that sum.

The landlord seeks to recover all of the hotel and meal costs for the new occupants from June 30 – July 2. Although the landlord originally claimed that the tenancy with the

new occupants was set to begin on July 1, she later changed her testimony and claimed that it was to begin on June 30. I find it more likely than not that the new tenancy was set to begin on July 1. There is no evidence before me that the new occupants paid rent for June 30 and it seems that the landlord simply made a gratuitous gesture allowing them early access to the unit. I find that the tenants cannot be held responsible for the cost of expenses borne on June 30 as it was not reasonably foreseeable by them that a new tenancy would begin on the same day their tenancy ended and that such costs would flow from their breach of the requirement to vacate the unit on June 30. I find that the landlord is not entitled to recover expenses for June 30.

I find that the rental unit could not be occupied by the new occupants on July 1 as the tenants had failed to fully vacate and clean the unit on that date and I find that the tenants should be responsible for hotel expenses for the night of July 1. However, I find it unlikely that the new occupants would have been able to prepare food in the home on the day they moved into the rental unit and very likely would have eaten in restaurants on that date in any event. I therefore dismiss the claim for the cost of food and I find that the landlords are entitled to recover the cost of one half of the \$264.48 hotel receipt. I award the landlord \$132.24.

As the landlord has been substantially successful in her claim, I find she should recover the \$50.00 filing fee paid to bring her application and I award her \$50.00.

Conclusion

The landlord has been awarded \$1,358.24 which represents \$472.50 for carpet cleaning, \$399.00 for garbage removal, \$304.50 for repairs, \$132.24 for hotel costs and the \$50.00 filing fee. I order the landlord to retain the \$1,250.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for \$108.24. This order may be filed in the Small Claims Division of the Provincial 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: November 27, 2014

Residential Tenancy Branch

