



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MND, MNR, FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for a monetary order for alleged damage to the rental unit and unpaid rent and for recovery of the filing fee paid for the application.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenants did not attend.

The landlord testified that they served each tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on November 4, 2014. The landlord stated that the tenants collected the registered mail by signing for the envelopes on November 15, 2014.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

*Preliminary matter*-The landlord has listed two tenants as respondents; however, the written tenancy agreement submitted by the landlord shows that only respondent "KV" was listed as the tenant and the other respondent, "RV", was listed as an occupant.

I have no evidence before me that a tenancy agreement was ever formed with RV and as such, I have excluded them from further consideration in this matter.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlord shows that this tenancy began on September 1, 2009, and that the monthly rent was income based. The landlord submitted that the tenant vacated the rental unit sometime in December 2013, without providing notice to the landlord.

The landlord's monetary claim is \$1804.70, comprised of unpaid rent for December 2013, in the amount of \$278.00, loss of rent revenue for January 2014, due to the tenant's insufficient notice that they vacated, in the amount of \$428.00, a key and smart card for \$30.00, painting for \$359.90, carpet cleaning for \$204.75, hauling fees of \$244.05, and cleaning for \$260.00.

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report, invoices for painting, cleaning, carpet cleaning, and hauling, and a work sheet showing costs assessed against the tenant. The landlord also supplied photographic evidence showing the state of the rental unit after the tenant vacated.

As to the landlord's claim for unpaid rent, the landlord submitted that the tenant owed a rent deficiency for December 2013, in the amount of \$278.00, and that as the tenant vacated sometime in December 2013, without notice, the landlord suffered a loss of rent revenue of \$428.00 for January 2014.

The landlord testified and the photographs show that the tenant left many items of personal property and garbage, such that the landlord incurred costs in removing the property and garbage to the landfill. The landlord's evidence further shows that the tenant made no effort to clean the rental unit and that it was necessary to provide for a major cleaning after the tenant vacated.

As to the painting charges, the landlord submitted that the rental unit was freshly painted at the beginning of the tenancy, and that it was necessary to repaint after the tenant vacated, due to damaged walls. The landlord explained that they assess the useful life of paint at 60 months, and that they prorated their monetary request to account for the age of the paint. The landlord's evidence shows the percentage assessed against the tenant versus the useful life of the paint.

The landlord submitted that the tenant failed to return their key and smart card used to access the rental unit, for which they were assessed \$30.00.

### Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In light of the tenant's failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

As to the landlord's claim for unpaid rent, under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant owed rent and failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency for December 2013, in the amount of \$278.00, and that they are entitled to a monetary award in that amount.

As to the landlord's claim for loss of revenue for January 2014, Section 45 (1) of the Act requires a tenant to give written notice to end the month-to-month tenancy at least one clear calendar month before the next rent payment.

In the case before me, I find the landlord submitted sufficient, undisputed evidence that the tenant failed to give a written notice that they were vacating, and that the said insufficient notice caused the landlord to suffer a loss of rent revenue for the month of January 2014. I therefore find the landlord is entitled to a monetary award of \$428.00, as claimed.

As to the costs claimed by the landlord associated with cleaning, painting, and hauling, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

Additionally Residential Tenancy Branch Policy Guideline 1 suggests that a tenancy of at least 1 year in length requires that the tenant steam clean or shampoo the carpet.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to properly and reasonably clean the rental unit, or clean at all, leaving many items of personal property, which required the landlord to remove and incur fees. I also find it was

necessary for the landlord to shampoo the carpet, clean and rehabilitate the rental unit after the tenant vacated, incurring costs. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for painting for \$359.90, carpet cleaning for \$204.75, hauling fees of \$244.05, and cleaning for \$260.00.

I grant the landlord \$30.00 for key and smart card replacement, as well as recovery of their filing fee

I grant the landlord recovery of their filing fee of \$50.00.

Due to the above, I find the landlord is entitled to a total monetary award of \$1854.70 against the tenants, comprised of unpaid rent of \$278.00 for December 2013, \$428.00 for loss of rent revenue for January 2014, a key and smart card for \$30.00, painting for \$359.90, carpet cleaning for \$204.75, hauling fees of \$244.05, cleaning for \$260.00 and recovery of their filing fee for \$50.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$1854.70, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$1854.70.

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: May 21, 2015

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Residential Tenancy Branch

