



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 30, 2014, the tenants did not participate in the conference call hearing. I am satisfied that the landlord has complied with the service provisions of the Act and the rules of procedure. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about January 1, 2011. Rent in the amount of 1349.00 is payable in advance on the first day of each month. The landlord is seeking the recovery of costs incurred to clean, repair and prepare the unit for the new tenants. The landlord stated that on May 3, 2014 the tenants vacated the unit. The landlord stated that the tenants just left all of their belonging; including two cats behind and abandoned the unit. The landlord stated that she had to have the unit cleaned, the locks changed, two doors and five bifold doors replaced, have the carpets cleaned, have the yard cleaned and landscaped, and pack up the abandoned items and dispose of them. The landlord requested the loss of income for the month of May 2014. The landlord stated that she is making a total claim of \$3961.12.

### Analysis

I address the landlords' claims and my findings as follows.

**Landlords First Claim** – The landlord is seeking \$75.00 for changing the locks, \$285.40 for suite cleaning and \$115.00 for carpet cleaning. The landlord stated the tenant abandoned the unit and left without cleaning it or leaving the keys. The landlord provided the condition inspection report, photos, receipts and affirmed testimony to support their position. Section 37 of the Act addresses this issue as follows:

**37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the above and in the absence of any disputing testimony from the tenant I find that the landlord has proven this claim and is entitled to \$475.40.

**Landlords Second Claim** – The landlord is seeking \$350.00 for the replacement of two doors and five bifold doors. The landlord stated that the tenants punched holes in the doors and were so willfully reckless that the doors were beyond repair and needed to be replaced. The landlord provided photos, the condition inspection report, affirmed testimony and receipts to support their claim. The landlord stated that the doors were ten years old.

Policy Guideline 40 addresses the “useful life” of building elements during a tenancy and lists the useful life of a door at 20 years. Applying the above guideline would entitle the landlord to the recovery of 50% of the costs as claimed but based on the excessive damage to the doors as a result of the tenants actions I find that the landlord is entitled to 60% as claimed. Based on the above and in the absence of any disputing evidence from the tenants, I find that the landlord is entitled to \$210.00.

**Landlords Third Claim** – The landlord is seeking the loss of revenue for the month of May 2014 in the amount of \$1349.00. The landlord stated that the tenant abandoned the unit on May 3, 2014 without any notice and in such a poor condition that the landlord was not able to rent it. The landlord stated that it wasn't in condition to show until the end of May. The landlord provided photos, condition inspection report and affirmed testimony to support her position of the poor condition of the unit. In addition the landlord stated that she aggressively advertised the unit as soon as it was ready but to no avail.

I accept the landlords' position that the unit wasn't in a condition to be viewed by potential tenants based on the actions of the tenants and that the landlord did all they could to mitigate their loss. Based on the above and in the absence of any disputing evidence from the tenant, the landlord is entitled to \$1349.00 for loss of revenue.

**Landlords Fourth Claim** – The landlord is seeking \$130.00 for cleaning the yard, removing rubbish and landscaping. The landlord stated that as part of the tenancy agreement the tenant was responsible for maintaining the yard. The landlord provided a receipt, condition inspection report, affirmed testimony and photos depicting the unkempt nature of the yard along with the miscellaneous items and garbage strewn about. Based on the evidence before me and the lack of any disputing evidence from the tenant, I find that the landlord is entitled to \$130.00.

**Landlords Fifth Claim** – The landlord is seeking \$1656.72 for having to pack up all of the tenants' personal belongings, furniture, two cats, and remove all garbage and miscellaneous items. As stated throughout this decision, the landlord was faced with dealing with tenants that chose to just walk away and abandon all of their belongings. The landlord stated that tenant made no attempts to arrange to pick any of the items up. The landlord made numerous attempts to have the tenant attend and take their belongings and clean the unit but was unsuccessful. The landlord stated that it took several days to bag, package and arrange for removal of the items. The landlord provided the condition inspection report, photos, receipts and affirmed testimony to support her claim. Based on all of the above and in the absence of any disputing evidence from the tenants I find that the landlord is entitled to \$1656.72.

In summary, the landlord has been successful in the following claims:

Suite Cleaning, Carpets, Locks	\$475.40
Doors	\$ 210.00
Loss of Revenue May 2014	\$1349.00
Yard Cleanup	\$130.00
Removal of Abandoned Items in suite	\$ 1656.72
Filing Fee	\$ 50.00
<b>Total:</b>	<b>\$3871.12</b>

As for the monetary order, I find that the landlord has established a claim for \$3871.12. I grant the landlord an order under section 67 for the balance due of \$3871.12. This

order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$3871.12.

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 02, 2015

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Residential Tenancy Branch

