



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MND, MNDC, MNR, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement and the recovery of the filing fee. 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 acted in accordance 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, 2010. Rent in the amount of 990.00 is payable in advance on the first day of each month. The landlord is seeking the recovery of costs incurred to clean and prepare the unit for the new tenants. The landlord stated that on October 3, 2014 the tenant vacated the unit. The landlord stated that the tenant left many of their personal belongings; including furniture, a bed, desk clothing and

miscellaneous items behind and abandoned the unit. The landlord stated that she had to have the unit cleaned, have the carpets cleaned, and pack up the abandoned items and dispose of them. The landlord requested the loss of income for the month of September 2014.

### Analysis

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

**Landlords First Claim** – The landlord is seeking, \$149.44 for suite cleaning and \$108.99 for carpet cleaning. The landlord stated that the tenant abandoned the unit and left without cleaning. 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

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 \$258.43.

**Landlords Second Claim** – The landlord is seeking the loss of revenue for the month of September 2014 in the amount of \$990.00. The landlord stated that the tenant abandoned the unit on October 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 October. 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 \$990.00 for loss of revenue for September 2014.

**Landlords Third Claim** – The landlord is seeking \$825.51 for having to pack up all of the tenants' personal belongings, furniture, and remove all garbage and miscellaneous items. 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 tenant made no attempts to arrange to pick any of the items up; in fact the tenant signed a letter authorizing the landlord to dispose of his belongings. 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 \$825.51.

**Landlords Fourth Claim-** The landlord is seeking \$50.00 NSF bank charges for the months of August and September. The landlord provided a copy of the NSF charges and the tenancy agreement that supports a 25.00 charge for any late or NSF fees the landlord incurs.

Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$50.00.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

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

Suite Cleaning, Carpets	\$258.43
NSF Charges	\$ 50.00
Loss of Revenue May 2014	\$990.00
Filing Fee	\$50.00
Removal of Abandoned Items in suite	\$ 825.51
<b>Total:</b>	<b>\$2173.94</b>

As for the monetary order, I find that the landlord has established a claim for \$2173.94. I grant the landlord an order under section 67 for the balance due of \$2173.94. 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 \$2173.94.

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 03, 2015

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Residential Tenancy Branch

