



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession, a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act or tenancy agreement, to recover the filing fee for this proceeding and to keep the Tenant's security and pet deposits in partial payment of those amounts.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on April 20, 2015. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

During the Hearing the Landlord said the Tenant moved out on May 3, 2015 so he does not require an Order of Possession. Consequently the requested for an Order of Possession in the application is withdrawn.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there damage to the unit, site or property and if so how much?
4. Is the Landlord entitled to compensation for damage and if so how much?
5. Is there other damage or loss and if so how much?
6. Is the Landlord entitled to compensation for damage or loss and if so how much?
7. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on March 1, 2015 as a month to month tenancy. Rent was \$1,150.00 plus a utility fee of \$175.00 per month payable in advance of the 1st day of each month. As well there was a \$150.00 rent fee and a \$50.00 utility fee for each

additional occupant in the rental unit. The Tenant paid a security deposit of \$575.00 and a pet deposit of \$250.00 on or before April 2, 2015. No move in or move out condition inspection reports were completed and signed by the parties.

The Landlord said that the Tenant did not pay \$1,200.00 of rent and \$225.00 of utilities for April, 2015 when it was due and as a result, on April 2, 2015 he personally served an adult presumed to be living in the unit with a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated April 2, 2015. The Landlord said the Tenant has unpaid rent and utilities for May, 2015 in the amount of \$1,325.00 as well.

Further the Landlord requested \$1,214.14 in compensation for repairs supplies and locksmith services and \$2,340.00 in cleaning/repairs and painting.

The Landlord also sought to recover the \$50.00 filing fee for this proceeding.

The Landlord said he understood that he did not complete a condition inspection to prove the condition of the unit at the start of the tenancy. The landlord said he did supply photographs of the unit during the tenancy and at the end of the tenancy and a letter from the previous tenant who said the unit was clean at the end of her tenancy. The Landlord said the Tenant left the unit in very poor condition and he spent approximately 78 hours cleaning and repairing the rental unit.

Analysis

Section 26 says a tenant must pay rent and utilities when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act says a tenant may end a periodic term tenancy not earlier than one month prior to the date that rent is payable or with the agreement of the Landlord.

The Tenant did not give the Landlord proper notice to end the tenancy and the Tenant did not have the right under the Act to withhold part or all of the rent; therefore I find the Tenant is responsible for the rent and utilities of \$1,425.00 for April, 2015 and \$1,325.00 for May, 2015 for a total of \$2,750.00 in unpaid rent and utilities.

As well, as the Landlord did not do a move in or move out condition inspection reports. I find the Landlord cannot establish a baseline for the condition of the unit at the start of the tenancy to measure what if any damage the Tenant did during the tenancy. Consequently pursuant to section 23 and 35 of the Act, I dismiss the claim for repairs and the damage to the rental unit.

Further I have reviewed the photographs provided by the Landlord and I have reviewed the Landlord's summary of his labour to clean and repair the rental unit. I find by the balance of probabilities that of the 78 hours of labour the Landlord put into the rental

unit to clean and repair it, I accept 30 hours at \$20.00 per hour for a total of \$600.00 compensation for cleaning the rental unit. The rate of \$20.00 per hour is a normal rate charged by house cleaners and is justified in this situation.

As the Landlord has been partially successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security and pet deposits in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 2,750.00
	Landlord's labour for cleaning	\$ 600.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 3,400.00
Less:	Security Deposit	\$ 575.00
	Pet Deposit	\$ 250.00
	Subtotal:	\$ 825.00
	Balance Owing	\$ 2,575.00

Conclusion

A Monetary Order in the amount of \$2,575.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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

Residential Tenancy Branch

