



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for 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 Tenants' security deposit in partial payment of those amounts.

The Landlord said they had previously applied for an order to serve the Tenants in a different way than in the Act. On December 16, 2014 the Landlord received an order to serve the Tenants by registered mail at the Tenant's place of work. The Landlord said they served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on January 14, 2015. Based on the evidence of the Landlords, I find that the Tenants were served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords 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. Are the Landlords entitled to compensation for damage and if so how much?
5. Is there other damage or loss and if so how much?
6. Are the Landlords entitled to compensation for damage or loss and if so how much?
7. Are the Landlords entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy started on September 1, 2013 as a month to month tenancy. Rent was \$1,941.80 per month payable in advance of the 1st day of each month. The Tenants paid a security deposit of \$950.00 on August 17, 2013. 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 \$1,491.80 of rent for December, 2014, when it was due and as a result, on December 3, 2014 they 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 December 3, 2014. The Landlord said the Tenants moved out of the unit on or before December 31, 2014.

Further the Landlord requested \$1,535.09 in compensation for repairs and supplies, \$300.00 to install kitchen lino, \$930.00 for repairs, carpentry and painting and \$500.00 for the Landlord's time to clean the unit. The Landlord said the unit was left in very poor condition with rotting food and a dead rat left in the unit. The Landlord said she spent 25 hours cleaning the rental unit after the Tenants vacated.

The Landlord also sought to recover the \$50.00 filing fee and the \$25.00 substitute service fee for these proceedings.

The Landlords said they understood that they did not complete condition inspection reports to prove the condition of the unit at the start and end of the tenancy. The Landlord continued to say she did supply photographs of the unit at the end of the tenancy. The Landlord said the Tenant left the unit in very poor condition and they want to be compensated.

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 Tenants are responsible for the rent of \$1,941.80 for December, 2014.

As well, as the Landlord did not do 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 Tenants 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 her labour to clean the rental unit. I find by the balance of probabilities that 25 hours of labour by the Landlord to clean the rental unit is

reasonable. I accept 25 hours at \$20.00 per hour for a total of \$500.00 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 Landlords have been partially successful in this matter, they are also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding and the \$25.00 substitute service fee. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,941.80
	Landlord's labour for cleaning	\$ 500.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$ 2,491.80
Less:	Security Deposit	\$ 950.00
	Subtotal:	\$ 950.00
	Balance Owing	\$ 1,541.80

Conclusion

A Monetary Order in the amount of \$1,541.80 has been issued to the Landlord. A copy of the Order must be served on the Tenants: 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

