



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This was a hearing with respect to the landlords' application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlords and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?

Are the landlords entitled to retain the security deposit?

### Background and Evidence

The rental unit is a house in Abbotsford. The tenancy began on May 1, 2013 for a fixed term ending April 30, 2014. The monthly rent was \$1,650.00, payable on the first of each month. The tenant was required also to pay \$250.00 for utilities on the first of each month, for a total monthly payment of \$1,900.00. The tenant paid a security deposit of \$825.00 and a pet deposit of \$450.00 on April 23, 2013. The tenancy agreement required the tenant to move out of the rental unit at the end of the term. The landlords testified that the tenant made only partial payments of rent for several months and paid no rent for March or April. On April 2, 2014 the landlords served the tenant with a 10 day Notice to End Tenancy for unpaid rent. The tenant moved out of the rental unit on April 12<sup>th</sup>. The landlords testified that the following amounts are owed for rent:

- |                   |            |
|-------------------|------------|
| • December, 2013: | \$1,100.00 |
| • January, 2014:  | \$900.00   |
| • February, 2014: | \$500.00   |

• March, 2014:	\$1,900.00
• April, 2014:	\$1,900.00
Total:	\$6,300.00

The tenants rent payments were made in cash. The landlords submitted copies of invoices given to the tenant. One statement, dated March 30, 2014, showed a balance forward from February of \$2,500.00 and a further amount of \$1,900.00 due for March.

The landlords submitted photographs of the rental unit taken after the tenant vacated. They showed that there was a considerable quantity of abandoned goods left in the unit, including food left behind and they showed that no effort has been made to clean the rental unit. The landlords claimed \$158.35 as fees paid to a private disposal company.

The landlords abandoned a claim for painting supplies, but they submitted copies of invoices for unspecified supplies and repair materials. The landlord submitted a bill in the amount of \$81.68 for a replacement part for the refrigerator, a crisper cover broken by the tenant. The landlords claimed for payment of the sum of \$165.00 for a carpet repair. They included claims for: "Assorted bills –SNU, Wal-Mart, Rona, Home depot" for \$265.74 and: "Assorted Bills- Rona and Home Depot" for \$276.30.

The landlord submitted a handwritten invoice from a company for \$675.00 plus GST and PST to remove and cleanup junk & furniture and mattresses left behind from rental. The landlords acknowledged that the invoice was for their own time spent cleaning up the rental property. When asked to quantify the time spent the landlords said the bill reflected 20 hours of work performed at \$33.75 per hour.

The landlord submitted another handwritten invoice dated April 26, 2014 in the amount of \$250.00 for: "Full house clean". The landlords testified that they paid this amount for cleaning after they removed all the garbage, food, furniture and other cast-offs from the rental property.

The tenant denied the landlords' claim for rental arrears. He acknowledged that he did not pay rent for March, but he said that he was entitled to withhold payment of rent for March as compensation for painting the rental unit. He said that he moved out at the beginning of April and was not responsible for April rent. The tenant denied that there were any past arrears before March, but he did not provide any documentary evidence to support his position.

The tenant acknowledged that he did not properly clean the rental unit at the end of the tenancy, but he did not agree with any of the landlord's claims for cleaning.

### Analysis

The landlords' evidence with respect to rental payments and arrears was consistent. The landlord provided records to show that the tenant's payments were recorded, receipts were given and he was advised of the outstanding balances. The tenant did not pay rent for March or for April. He moved out on or about April 12<sup>th</sup> and left the unit unfit to be re-rented. I reject the tenant's evidence that he was entitled to withhold payment of rent for March because he painted the rental unit. There is no written confirmation of such an arrangement and it was the landlords' testimony that the landlord supplied paint and the tenant painted the unit to suit himself. I allow the landlords claim for unpaid rent and rental arrears in the amount claimed, namely: the sum of \$6,300.00.

The photos supplied by the landlord show that the rental unit was left dirty and in disarray, with furniture, garbage, a fridge full of food and scattered belongings. I find that the landlord is entitled to an award for cleanup, but not in the amount claimed in the landlords' invoice. The landlord submitted a bill for their own services, charged back to themselves for \$756.00. The invoice did not explain how the amount was arrived at. At the hearing the landlords suggested an hourly rate of \$33.75. Based on the photographic evidence, I accept that considerable time was required to clean up the rental property and to dispose of the debris, but I find the hourly rate charged by the landlord for this work to be excessive; I allow the landlords' claim for clean up in the amount of \$400.00, being 20 hours of clean up at an hourly rate of \$20.00. The landlords are also entitled to recover the disposal fees of \$158.35.

I allow the landlords' claim for the replacement fridge part in the amount of \$81.68. I note that the broken part is shown in the landlords' photographs.

Based on the landlords' testimony and the photographs provided, I find that the carpet was damaged by the tenant and I allow the claim for a repair in the amount of \$165.00.

I allow the landlords' claim for a full house clean in the amount of \$250.00. I accept that this work was necessary due to the condition of the rental unit and paid for by the landlords.

I do not allow the landlords claims for "Assorted Bills". It is up to the landlord to identify the actual repairs or work and show why the items are the tenant's responsibility. The claim for reimbursement of these expenses is dismissed.

### Conclusion

The landlords have been awarded the following amounts:

- Unpaid rent and arrears: \$6,300.00
- Clean up work: \$400.00
- Disposal fees: \$158.35
- Fridge part: \$81.68
- Carpet repair: \$165.00
- House cleaning: \$250.00

Total award: \$7,355.03

The landlords are entitled to recover the \$100.00 filing fee for this application, for a total award of \$7,455.03. I order that the landlords retain the security and pet deposits totalling \$1,275.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$6,180.03. This order may be registered in the Small Claims Court and enforced as an order of that court.

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 26, 2015

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Residential Tenancy Branch

