



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 is the Landlords' application filed February 10, 2015, for a Monetary Order for unpaid rent and damages; for compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlords gave affirmed testimony at the Hearing.

The Landlords testified that on February 13, 2013, the Notice of Hearing documents were mailed to each of the Tenants, via registered mail, to the forwarding address provided by the Tenants. The Landlords provided a copy of the registered mail receipts and tracking numbers in evidence. The Landlords stated that the registered mail was returned to them, unclaimed.

Based on the Landlords' affirmed testimony and documentary evidence, I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being duly served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence. The teleconference remained open for 15 minutes.

Issues to be Decided

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

Background and Evidence

The Landlords gave the following testimony:

This tenancy began on November 1, 2012. Monthly rent was \$1,100.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$550.00 on October 9, 2012.

The Landlords stated that the Tenants gave them notice, by e-mail, that the Tenants were ending the tenancy because they could not pay February, 2013, rent. The

Landlords served the Tenants with a 10 Day Notice to End Tenancy on February 7, 2013. The Tenants moved out of the rental unit on or about February 17, 2013, but left abandoned property in the garage and the shed. The Tenants returned to the rental unit on February 27, 2013, to pick up some of their property, and left a truck canopy as “collateral” for the Landlords until they could pay the rent arrears.

The Landlords testified that the Tenants did not clean the rental unit and left a lot of garbage behind for the Landlords to dispose of. The Landlords testified that they re-rented the rental unit effective April 1, 2013, after they had cleaned up the rental property so they could re-rent it. The Landlords testified that the Tenants also damaged the laminate floors in the living room and hallway.

The Landlords stated that they did not file an Application earlier because they wanted to give the Tenants time to pay the arrears, but decided to file now because the Tenants had only paid \$20.00 towards the arrears and the time limit for filing an Application was coming to an end.

The Landlords seek a monetary award, calculated as follows:

Unpaid rent for February, 2013	\$1,080.00
Loss of revenue for March, 2013	\$1,100.00
Late fees for February and March, 2013	\$50.00
Cleaner's invoices (copies provided)	\$352.00
Carpet Cleaning invoice (copy provided)	\$173.66
Storage fees for truck canopy	\$180.00
Truck rental and disposal fees (copies of receipts provided)	\$141.93
Landlords' time to remove debris, make repairs and time and expenses for preparing for Hearing	<u>\$1,925.00</u>
TOTAL CLAIM	\$5,002.59

The Landlords stated that they charged out their time at \$25.00 per hour. They waived any amount over \$5,000.00 in order to pay the lower filing fee of \$50.00, which they have applied to recover from the Tenants.

The Landlords provided copies of receipts, a copy of the tenancy agreement, and photographs in evidence.

Analysis

Based on the undisputed, affirmed testimony of the Landlords and the documentary evidence provided, I find that the Landlords are entitled to a monetary award for unpaid rent for the month of February, 2013. I accept the Landlords' evidence that the rental unit was not ready for occupancy at the end of the tenancy, and find that the Landlords are also entitled to loss of revenue for the month of March, 2013. With respect to the late fees, the tenancy agreement provides for a \$25.00 for late payment of rent. Therefore, I allow the Landlords' claim for late fees for February, 2013, but not for March, 2013. Loss of revenue is not the same as unpaid rent.

The Landlords provided copies of receipts for the cost of disposing of the Tenants' garbage, as follows: dump fees for 240 kg of garbage \$55.00; and truck rental \$53.93. The Landlords did not provide a copy of a receipt in the amount of \$33.00 for additional dump fees and therefore I allow this portion of the Landlords' claim in the amount of \$108.93 (\$55.00 + \$53.93).

The Landlords provided copies of receipts for carpet cleaning and general cleaning of the rental unit at the end of the tenancy. I allow this portion of the Landlords' claim in the total amount of \$525.66 (\$352.00 + 173.66).

The Landlords have stored the Tenants' truck canopy for two years and I find that their request for \$180.00 for storage fees is reasonable. This portion of their Application is allowed.

Other than recovery of the filing fee, there is no provision in the Act for recovery of the cost of preparing for a Hearing. Therefore, I dismiss their claim for \$1,950.00. However, the Landlords stated that they charged out their time at \$25.00 an hour and I award them a nominal amount of \$75.00 for the cost of repairing the laminate floors and doing the dump runs.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award.

The Landlords have been partially successful in their Application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenants.

The Landlord has established a monetary award, calculated as follows:

Unpaid rent, loss of revenue and late fees	\$2,205.00
Dump fees and truck rental	\$108.93
Cleaning and carpet shampooing	\$525.66
Storage fees for truck canopy	\$180.00
Nominal award for Landlords' labour	\$75.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,144.59
Less security deposit	<u>- \$550.00</u>
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$2,594.59

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of **\$2,594.59** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: September 04, 2015

Residential Tenancy Branch

