



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MND MNDC MNSD MNR

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order for unpaid rent, loss of income and damage to the rental unit pursuant to section 67.
2. An Order to be allowed to keep all or part of the security deposit pursuant to section 38.
3. To recover the filing fee from the landlord for the cost of this application pursuant to section 72.

The landlord attended the hearing and presented his case. The tenant failed to appear for the conference call hearing despite having been served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on August 11, 2015.

Issues to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on April 1, 2011 and ended on approximately June 11, 2014 when the tenant and his friends vacated the rental unit. The rent was \$750.00 per month. A security deposit of \$325.00 was paid at the start of the tenancy. The tenant failed to pay rent for June and the rental unit was left in such a mess that the landlord was unable to advertise the rental unit as being available for July 1, 2014. Following is a letter that was provided to the landlord by the contractor who was hired to haul away the mess from the rental unit after the tenant had vacated:

"My name is Richard Klassen I do property management in Mackenzie BC. I have been doing this for 30 years. In all that time this is the second worst one that I have come across. I hauled seven truckloads of furniture and garbage out of this location. The cleanup and repair will take a lot longer. Broken closet doors and holes in the walls. Will require a professional."

The landlord explained that his application for dispute resolution was slow in being filed because he had been actively working on a settlement with the tenant regarding the tenancy but found that the tenant just stopped taking his calls. As a result, the landlord filed for dispute resolution.

Analysis

The landlord has filed a monetary claim for the following items:

Unpaid rent for June 2014	\$750.00
Loss income for July 2014	750.00
Unpaid Hydro	804.70
Front door window repair	540.00
Cleaning (35 hours x \$22)	775.00
Furniture and garbage removal	300.00
Total Monetary Award	\$3,919.70

Based on the uncontested testimony of the landlord and the documentary evidence submitted in support of the claim, I am satisfied that the landlord has established the full amount of the claims set forth above.

The tenant did not vacate the rental unit until June 11, 2014 thus remaining liable for the full rent for that month. The tenant then remained liable for the next month's rent as a result of the condition in which he left the rental unit. The tenant was also liable for the unpaid utility bills which he incurred over the course of the tenancy.

The balance of the claim relates to the money and time required to clean and repair the rental unit after the tenant vacated. A tenant is required to leave a rental unit reasonably clean and undamaged except normal wear and tear at the end of a tenancy. From the evidence before me it is clear that the tenant failed completely to fulfill this obligation imposed by the Act. As a result, the tenant is liable for the expense to the landlord to bring the unit back up to a rentable state.

Security Deposit

The landlord testified that he continues to hold a security deposit of \$325.00 I will allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

Filing Fee

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary Order in favour of the landlords as follows:

Unpaid rent for June 2014	\$750.00
Loss income for July 2014	750.00
Unpaid Hydro	804.70
Front door window repair	540.00
Cleaning (35 hours x \$22)	775.00
Furniture and garbage removal	300.00
Less Security Deposit (\$0.00 interest)	-325.00
Recovery of Filing Fee	50.00
Total Monetary Award	\$3,644.70

The landlord is provided with a formal Order in the above terms. Should the tenant fail to comply with this Order, the Order may be filed and enforced as Order of the Provincial 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: November 09, 2015

Residential Tenancy Branch

