



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnd, mndc, mnr, ss, ff

Introduction:

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order for loss of rent, and cleaning and repair costs.

The tenant did not attend the hearing. I confirm that the tenant was personally served with the landlord's original claim and evidence on December 1, 2015, and was subsequently served with further evidence of the landlord by way of registered mail on March 9, 2016.

The landlord's further evidence included an additional monetary worksheet, which purported to increase the landlord's claim to a sum significantly higher than the original application. I note that Rule 4.1 of the Rules of Procedure requires that to amend a claim, an applicant must completing an Amendment to an Application for Dispute Resolution form, and file the completed Amendment form and supporting evidence with the Residential Tenancy Branch. In the present case, this also would have required a further \$50.00 filing, as the initial claims was for less than \$5,000.00, but the amended claim would have exceeded that sum.

Although there are some provisions in the Rules of Procedure to amend a claim at the hearing, those do not apply in the present case. As a result, this decision considers only the original claim by the tenant, and the tenant must file an Application for any further claim.

As a final introductory matter, the landlord provided evidence that the tenant had consented in writing to the landlord retaining the tenant's security deposit. Accordingly the landlord's claim to retain the deposit has become moot, and at the hearing the landlord withdrew that portion of the claim. The landlord is at liberty to determine which aspect of damage caused by the tenant he will apply the deposit towards, including damage not considered in this decision.

Issues to be decided:

I am asked to determine whether the tenant is liable for the landlord's loss of rent and for cleaning and repair costs following the ending of this tenancy.

Background and Evidence:

This month-to-month tenancy began March 1, 2015 and ended December 1, 2015. Monthly rent was \$950.00. After the tenant vacated the landlord found the premises unclean, and he hired and paid a cleaner to clean up the premises. He also had to pay the costs of disposing garbage, including a TV. The costs of the cleaning and TV removal exceeded the sum claimed

for cleaning of \$250.00. There was damage to the walls, and other damage, the repair of which exceeded the landlord's initial estimate of \$200.00 as provided in his monetary worksheet. The landlord had to replace the mail lock because the key was not returned, and also had to replace the front door key at a cost of \$25.00. The tenant was short by \$100.00 with her October rent, and paid no rent for November. She did not vacate until December 1, and as a result of the condition of the premises, the landlord was unable to rent out the premises for December, and lost that month's rent.

Analysis:

In addition to the requirement to pay rent as and when due, a tenant must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. A tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

In this case the landlord is entitled to recover the various items claimed, as I find the tenant failed to properly clean and maintain the premises, failed to return all keys, and failed to pay rent as and when due. Accepting that the premises were not left in a rentable condition due to the mess left behind, I accept that the tenant is also liable for the landlords' loss of rent for December. These various items are awarded as follows:

Mailbox key lock:	\$ 11.09
Front door key:	\$ 25.00
Cleaning and TV removal:	\$250.00
Repairs to walls:	\$200.00
October rent short:	\$100.00
November unpaid rent:	\$950.00
December loss of rent:	\$950.00

The total of these items is \$2,486.09. The landlords' further claim for Canada post costs are not properly attributable to the tenant, and are not awarded. As the landlord is successful, I also award recovery of his \$50.00 filing fee. The total sum awarded is \$2,536.09.

Conclusion:

The tenant is ordered to pay the sum of \$2,536.09 to the landlord.

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: March 24, 2016

Residential Tenancy Branch

