



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend the hearing. The landlord said that she personally served the tenant with the application, Notice of Hearing and evidence at the address of her apartment on September 3, 2015.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is a suite in the landlord's residence in Abbotsford. The landlord did not provide a copy of a tenancy agreement. She said the tenancy began in August, 2010. The monthly rent was \$950.00 at the start of the tenancy and the tenant paid a security deposit of \$475.00. The landlord testified that the tenancy ended on October 2, 2013. The landlord said that the tenant did not give proper notice, destroyed the rental unit and left furniture and garbage behind in the rental unit.

The landlord waited almost two years before filing her application for dispute resolution. She said there were personal and health reasons for her delay.

The landlord said the tenant authorized her to retain the security deposit. She claimed a further \$6,473.37 for loss of rent and damages.

The landlord claimed the following amounts:

- Rent for October, 2013: \$980.00

• Moving/hauling:	\$180.00
• Flooring:	\$869.78
• Paint:	\$137.04
• Paint supplies:	\$18.20
• Sink and misc. supplies:	\$274.02
• Paint:	\$82.06
• Solder for sink:	\$16.00
• Abs & strap for sink, transitions for flooring:	\$96.53
• Blades:	\$57.10
• Plumbing fittings:	\$133.63
• Moulding for floor, caulking:	\$210.42
• Sanding sponge paint supplies hinges knobs:	\$113.15
• Carpet disposal:	\$38.00
• Pictures:	\$25.00
• Labour for repairs:	\$2,500.00
• Cleaning, trips to dump:	\$500.00
• Floor registers and return air grills:	\$22.00
• Door replaced:	\$175.00
• Additional pictures for tenancy board:	\$45.37

The landlord submitted more than 100 photographs of the rental unit taken after the tenant moved out. She did not provide a condition inspection report. She said that the tenant was in hospital when the tenancy began and her friends moved her belongings into the rental unit. She said she documented the condition by e-mail and photographs in lieu of an inspection.

The landlord testified that the tenant acknowledged by text message that she would clean the rental unit after she moved out, but never did. She said the tenant agreed, again by text message that she was responsible for some unspecified repair costs and proposed a payment plan.

The landlord said that she found new tenants for the rental unit and they agreed to perform renovations and cleaning to the unit in lieu of rent. She referred to a document, described as an addendum to a lease agreement whereby the new tenants agreed to perform work in lieu of rent for the months of October and November, 2013. The landlord said that the new tenants did not live up to their obligations and did not perform the work properly. The landlord referred to receipts prepared in the names of the new tenants; one was dated December 9, 2013 and was in the amount of \$2,500.00. It was

said to be for labour for repairs to suite and it contained the notation that: "\*\*\* this work was done as a flat rate as a favour." A second receipt dated December 9, 2013 was in the amount of \$500.00 and was said to be for: "cleaning of suite and several dump runs with her dad's truck". The receipts were not signed; they were prepared using the first names of the tenants and the landlord did not supply any evidence to show that the amounts stated in the receipts were paid.

The landlord said at the hearing that she had to redo the work done by the new tenants. The landlord did not submit any additional receipts or invoices. The landlord did not submit any photographic evidence to show the condition of the rental unit after cleaning and repairs were complete.

The landlord said at the hearing that the pictures she submitted provided ample evidence of the damage caused to the rental unit by the tenant and her claim for repairs and cleaning were reasonable based on the extent of the damage shown in the photographs.

### Analysis

The landlord has the obligation to provide sufficient evidence to prove her entitlement to all of the amounts claimed in her application on a balance of probabilities. The landlord provided contradictory evidence as to the amounts claimed. She claimed that the tenant moved without giving proper notice and failed to pay rent for the month of October 2013. She also submitted documents with respect to an arrangement whereby her new tenants were to perform work in lieu of rent for October and November, 2013 and she submitted invoices or sales receipts, supposedly documenting cash payments to those tenants.

The landlord's evidence as to expenditures for labour for cleaning and repairs does not constitute satisfactory proof of her expenditures or her costs. I do not accept the sales receipts from former tenants as evidence of expenditures made by the landlord for cleaning or repairs. The landlord evidence is contradictory and she did not testify that she actually paid the amounts stated in the receipts. She claimed to have hired others to perform repairs, but she did not submit any documents to support her testimony or to establish what amounts, if any, she may have paid.

I accept the landlord's testimony, supported by the photographs taken of the rental unit after the tenancy ended that the tenant caused extensive damage to the rental unit. Based on the extent of the damage I find that the unit could not be rented for the month of October and I allow the landlord's claim for unpaid rent for October, 2013 in the

amount of \$980.00, which I understand to be the current rent payable when the tenancy ended. The landlord provided receipts for material and supplies totalling \$2,423.03, excluding amounts claimed for photographs. The landlord's pictures showed that the rental unit was extensively damaged. The carpet was destroyed and had to be replaced. The rental unit had to be entirely repainted and there were necessary plumbing repairs. I allow the landlord's claim for these expenditures for materials, including carpet, paint supplies and plumbing materials. I also allow the claims for \$180.00 paid for moving/hauling and \$175.00 for a door replacement. The landlord's claims for labour in the amount of \$2,500.00 and \$500.00 as set out in sales receipts are dismissed without leave to reapply. The landlord's claim is allowed in the total amount of \$3,403.03. I award the landlord the \$100.00 filing fee for her application for a total award of \$3,503.03. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's claim has been allowed in the amount stated, all other claims are dismissed without leave to reapply,

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: April 12, 2016

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Residential Tenancy Branch