



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CRYSTAL RIVER COURT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

MND MNR OPR MND FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 3, 2016 (the "Application")

The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): a monetary order for damage to the unit, site, or property; a monetary order for unpaid rent or utilities; an order permitting the Landlord to retain the security deposit in partial satisfaction of the claim; an order of possession for unpaid rent; and an order granting recovery of the filing fee.

The Landlord was represented at the hearing by J.N. who provided his solemn affirmation. The Tenants did not attend the hearing.

The Landlord testified the Application, including the Notice of a Dispute Resolution Hearing, was served on the Tenants by registered mail on May 6, 2016. The Landlord provided Canada Post Customer Receipts in support. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Tenants were deemed to be served with the Application and Notice of a Dispute Resolution Hearing on May 11, 2016.

The Landlord also testified to the service of the documentary evidence relied upon at the hearing. The Landlord advised the evidence was served on the parties by Purolator. Tracking information indicated that both D.D.T. and A.A.J.K. were served at their places of work. I find the Tenants were duly served with the Landlord's documentary evidence.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Landlord's written submissions indicate the Tenants vacated the rental property on or about April 21, 2016. The Landlord confirmed that an order of possession was no longer required. Accordingly, I will not address this request further in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order granting compensation for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to retain all or part of the security deposit?
4. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

A copy of the tenancy agreement between the parties was submitted with the Landlord's evidence. It confirms a fixed-term tenancy commenced February 1, 2015 and ended August 31, 2015; the tenancy continued thereafter on a month-to-month basis. Rent in the amount of \$1,000.00 per month was due and payable on the first day of each month. The Tenants paid a security deposit to the Landlord in the amount of \$500.00.

According to the Landlord, the Tenants did not pay rent when due on April 1, 2016. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"). The 10 Day Notice was served on the Tenants on April 11, 2015 by posting a copy on the door of the rental property.

Although the Tenants made a partial payment of \$500.00 toward April 2016 rent, no further rent was received by the Landlord, and the Tenants vacated the rental property on or about April 21, 2016. The Landlord's written submissions described the condition of the rental property after the Tenant's vacated as follows:

"...the Tenants appear to have climbed up into the attic and almost fell through, damaging the ceiling in the living room. They left used car parts and junk everywhere in the house and yard, food in the fridge and cupboards, stained the carpets, left cat litter, some furniture and the smell of cat urine everywhere. The Tenants left without cleaning the home or appliances, and removed two light fixtures..."

As a result, we've had to repair the ceiling, replace light fixtures, bag and remove junk from the house, take loads of junk and used car parts to the dump, find storage for the boat trailer, have the carpets cleaned and hire cleaners to clean the house and appliances."

The Landlord seeks to recover expenses incurred to clean and repair the rental property, and for unpaid rent.

The Landlord has submitted documentary evidence in the form of receipts and photographs. The expenses incurred by the Landlord were itemized on a Monetary Order Worksheet. Each item being claimed by the Landlord is addressed in turn below.

**Rent.** The Landlord testified the Tenants made a partial rent payment of \$500.00 on or about April 4, 2016, and that \$500.00 remains outstanding.

The Landlord also testified he is seeking lost rent for the month of May 2016 as the Landlord was unable to rent the unit until June 1, 2016, due to the condition.

The Landlord requested a total of \$1,500.00 in unpaid rent.

**Repairs & Painting.** The Landlord testified the ceiling needed to be repaired as it appeared someone had gone into the attic and caused damage. Repairs and painting expenses, supported by a receipt, were \$345.00

**Keys & Locks.** According to the Landlord, the Tenants did not return the keys to the rental property. Accordingly, the locks needed to be replaced. The cost to the Landlord, supported by a receipt, was \$108.09.

**Carpet Cleaning.** The Landlord advised carpet cleaning expenses totalled \$369.60. In addition to a receipt for carpet cleaning services, the Landlord provided photographs showing the condition of the carpets after the Tenants vacated the rental property.

**Cleaning & Garbage Removal.** The Landlord testified the Tenants left the rental property in poor condition when they vacated. Photographs submitted depict images of food, garbage, automobile parts, and other random items scattered about the rental property.

According to the Landlord, the cost to clean the rental property and remove the garbage left by the Tenants was \$731.64, although the receipt indicates the amount paid was \$731.00.

**Lamp.** The Landlord testified that the Tenants took a floor lamp that had been provided as part of the tenancy. The cost to the Landlord to replace the floor lamp, supported by a receipt, was \$70.54.

**Late Fee.** The Landlord claims entitlement to late fee of \$50.00 for the months of April and May 2016, but acknowledged the tenancy agreement provides only for a fee "for insufficient funds or cheques that 'bounce'".

**Filing Fee.** The Landlord also seeks to recover the filing fee of \$100.00 paid to bring the Application.

Analysis

Based on the Landlord's unchallenged and affirmed testimony and documentary evidence, and on a balance of probabilities, I find the Tenants failed to pay rent, clean the rental unit, or remove all their property or the garbage they created when they vacated the rental unit.

Section 67 of the *Act* permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the *Act*, the regulations or a tenancy agreement.

I find the Landlord has demonstrated an entitlement to a total award of \$3,224.23, which includes recover of the filing fee. This amount has been calculated as follows:

<b>Item</b>	<b>Amount sought</b>	<b>Amount awarded</b>
Rent – April 2016	\$500.00	\$500.00
Rent – May 2016	\$1000.00	\$1,000.00
Repairs & Painting	\$345.00	\$345.00
Keys & Locks	\$108.09	\$108.09
Carpet Cleaning	\$369.60	\$369.60
Cleaning & Garbage Removal	\$731.64	\$731.00
Lamp	\$70.54	\$70.54
Late Fee	\$50.00	\$0.00
Filing Fee	\$100.00	\$100.00
<b>TOTAL:</b>		<b>\$3,224.23</b>

Further, I order that the Landlord may retain the security deposit (\$500.00) in partial satisfaction of unpaid rent.

In light of the above, the Landlord is granted a monetary order in the amount of \$2,724.23 (\$3,224.23 - \$500.00).

Conclusion

The Landlord is granted a monetary order in the amount of \$2,724.23. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 20, 2016

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**Residential Tenancy Branch**

