



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute resolution wherein the Landlord sought monetary compensation from the Tenant for unpaid rent and damage to the rental unit as well as recovery of the filing fee.

The Landlord testified that he personally served the Tenant with the Notice of Hearing and his Application on February 26, 2016. Introduced in evidence was a copy of a document signed by the Landlord, the Tenant and a witness, J.G. confirming service. Based on the foregoing, I find the Tenant was duly served as of February 26, 2016 and I proceeded in his absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified that the tenancy began April 1, 2015. Monthly rent was payable in the amount of \$900.00 inclusive of utilities.

The Landlord testified that although one was requested, the Tenant failed to pay a security deposit at the start of the tenancy.

The Landlord testified that the Tenant failed to pay the full amount of rent for July 2015 leaving \$400.00 owing, as well as not paying the \$900.00 in rent for January 2016.

The Landlord testified that five days before the end of the month, on January 26, 2016, the Tenant gave notice to end the tenancy. The Landlord testified that he was fortunately able to re-rent the rental unit for February 1, 2016.

The Landlord also testified that the Tenant did not clean the rental unit at the end of the tenancy and as the new renters were moving in on the Monday, he was forced to clean the rental unit himself, rather than hire cleaners. The Landlord sought compensation for his time at his hourly rate of \$39.59 per hour as due to lack of time between the tenancy ending and new renters moving in, he did not want to risk losing the new tenants. for four hours of cleaning at the Landlord's hourly rate of.

The Landlord also stated that the Tenant left a bed and a couch (which were not salvageable) as well as other items which required disposal and accordingly he sought compensation for 2.5 hours of his time removing the Tenant's refuse from the rental unit in the amount of \$98.98.

The Landlord also sought \$200.00 for damage caused by the Tenant to the rental unit drywall.

Analysis

Based on the Landlord's undisputed testimony and evidence and on a balance of probabilities I find as follows.

I accept the Landlord's evidence that the Tenant failed to pay the rent in full for July 2015 leaving \$400.00 owing. I also accept his evidence that the Tenant failed to pay the \$900.00 in rent for January 2016. Accordingly, I award the Landlord \$1,300.00 for rent owing.

The condition in which a Tenant should leave the rental unit at the end of the tenancy is defined in Part 2 of the Act as follows:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I also accept the Landlord's testimony that the Tenant left the rental unit unclean and damaged and therefore in a condition which violates section 37. Accordingly, I award him compensation for the amounts claimed to clean the rental unit, dispose of the Tenant's waste and repair the walls. While the hourly rate claimed by the Landlord may be higher than amounts he would have paid to a third party, I find his choice to take care of the cleaning and refuse removal personally contributed to his ability to re-rent the rental unit within days of the Tenant giving notice, and therefore mitigate his loss. As a result, I find the amounts claimed to be reasonable.

I also award the Landlord the \$200.00 claimed for the repairs to the drywall.

In sum I award the Landlord monetary compensation in the amount of **\$1,857.33** for the following:

Outstanding rent for July 2015	\$400.00
Outstanding rent for January 2016	\$900.00
4 hours of cleaning and moving	\$158.36
1 hour of moving items	\$39.59
1.5 hours associated with moving the Tenant's items to the dump	\$59.38
Cost to repair drywall	\$200.00
Filing fee	\$100.00
TOTAL AWARDED	\$1,857.33

Conclusion

The Landlord is granted a monetary Order in the amount of **\$1,857.33** for unpaid rent, the cost to clean and repair the rental unit as well as recovery of the filing fee. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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: October 11, 2016

Residential Tenancy Branch

