



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKSIDE REALTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent and utilities; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served in person by a process server on both June 16, and June 17, 2016. The person who served the tenants attended the hearing as a witness and gave testimony under oath concerning service of the hearing documents.

The landlord and his agent (the landlord) appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent or utilities?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord permitted to keep all or part of the security and pet deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testified that this tenancy originally started in 2013 and a new tenancy agreement for a fixed term tenancy was entered into on August 01, 2015. The tenancy was not due to end until July 31, 2016. The tenancy ended on May 30, 2016. Rent for this unit was \$1,350.00 per month plus utilities. The tenants paid a security deposit of \$650.00 at the start of the tenancy and a pet deposit of \$650.00 was paid on or about December 15, 2015. A copy of the tenancy agreement has been provided in documentary evidence.

The landlord testified that the tenants failed to pay a utility bill to the City. The utility bills were in the tenants' name. The landlord received a letter from the City stating that there was \$468.99 outstanding for City utilities and that this amount will be applied to the landlord's property tax. The landlord therefore seeks to recover this amount from the tenants. A copy of the letter from the City has been provided in documentary evidence.

The landlord testified that the tenants abandoned the rental unit on May 30, 2016. The tenants' rent cheque for June did not clear and no rent payments were made for June or July, 2016. The landlord testified that the tenants left the rental unit in such a poor condition that the landlord was not able to re-rent the unit for June or July, 2016. The landlord testified that they have a generic advertisement for rentals and although it does not specify that this unit was for rent they did tell prospective tenants when they came into the office. The landlord seeks to recover \$1,350.00 for June and \$1,350.00 for July, 2016.

The landlord testified that the tenants did not return the keys to the rental unit and the landlord had to have the locks rekeyed. The landlord has provided a copy of the invoice in documentary evidence and seeks to recover \$98.71.

The landlord testified that the tenants had abandoned a great deal of personal items in the unit. The landlord paid someone to come and clear these items up both on the inside and from the outside of the unit. The landlord has provided a copy of the invoice in documentary evidence for this work and seeks to recover \$112.50.

The landlord testified that the tenants failed to leave the rental unit clean and it was left in such an unclean condition that it took three cleaners 25 hours each to clean over a three day period. The landlord has provided a letter and an invoice from the cleaners and seeks to recover \$2,325.00 for their work.

The landlord testified that they had to provide some cleaning supplies for the cleaners such as extra-large garbage bags and cleaning solutions. The landlord had claimed \$77.01; however, the invoices for these items actually total \$61.72.

The landlord testified that they had to remove all the abandoned belongings to the carport for storage. The tenants did not claim any items and so the landlord hired a container to dispose of these abandoned belongings. The landlord testified that this consisted of a great deal of old clothing, an old RV fridge, car parts, old tools, broken toys, old furniture and car tires. The landlord has provided photographic evidence showing the unit and the abandoned belongings and the invoice for the Big Steel Box for \$468.76 which the landlord seeks to recover from the tenants.

The landlord has also provided the Move in and Move out condition inspection reports which provided further details of the condition of the unit and yard in documentary evidence. The landlord testified that the tenants attended the move in inspection and signed the report; however, as the tenants abandoned the unit the landlord completed

the inspection report in the tenants' absence as no forwarding address was provided for the tenants.

The landlord seeks An Order permitting the landlord to keep all or part of the security and pet deposit in partial satisfaction of their claim. The landlord also seeks to recover the filing fee of \$100.00 from the tenants.

Analysis

The tenants did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords undisputed evidence before me.

With regard to the landlord's claim for unpaid utilities; I am satisfied that the tenants failed to pay utilities to the City and that the City have written to the landlord to inform him of this and to notify the landlord that the amount of \$468.99 will be charged to the property taxes. Consequently, I find the landlord's claim to recover the unpaid utilities from the tenants is allowed and the landlord is entitled to recover **\$468.99**.

With regard to the landlord's claim to recover a loss of rent for June and July, 2016; this was a fixed term tenancy that was not due to end until July 31, 2016. I am satisfied that the tenants abandoned the rental unit on May 30, 2016. I am also satisfied that the tenants failed to leave the rental unit reasonable clean and failed to remove all of their belongings from the unit. This meant the landlord had to spend time getting the rental unit clean and ready to rent. While I accept that the level of work required meant the unit was not ready to be rented for June 01, 2016 I am not satisfied that the landlord did everything possible to mitigate the loss of rent for July, 2016 by getting the rental unit re-rented as quickly as possible. Consequently, I will allow the landlord's claim for a loss of rent for June, 2016 of **\$1,350.00** but I dismiss the landlord's claim to recover a loss of rent for July as the cleaning was completed at that time and the landlord has insufficient evidence to show what attempts were made to re-rent the unit for July 01, 2016.

With regard to the landlord's claim to recover the costs incurred to rekey the locks. A tenant is required to return all the keys to the rental unit at the end of the tenancy. I am satisfied from the evidence before me that the tenants failed to return the keys and therefore I will allow the landlord to recover the cost incurred of **\$98.71**.

With regard to the landlord's claim to recover costs incurred to clean up the tenants' abandoned belongings; I am satisfied that the tenants did not remove all their belongings from the rental unit and yard when they vacated the rental unit. Consequently, I will allow the landlord to recover the cost incurred of **\$112.50**.

With regard to the landlord's claim for cleaning supplies and cleaning costs; I find from the evidence presented that the unit was left in such a poor condition that the landlord engaged three cleaners to clean the unit. I am also satisfied that the cleaners invoice documents the hours spent cleaning for three people and that the cost was **\$2,325.00**. I therefore will allow this section of the landlord's claim to recover the cleaning costs and the reduced costs for cleaning supplies of **\$61.72**.

With regard to the landlord's claim to recover the cost for the Big Steel Box; I am satisfied that the landlord collected a great deal of abandoned belongings from the unit and yard and therefore these belongings, having been stored by the landlord, then had to then be removed. As it is the tenant's obligation to remove all of their personal belongings from the property when they vacate a rental unit, then in this case I am satisfied that the tenants failed to do so and the landlord is entitled to recover the cost incurred to do this work of **\$468.76**.

I Order the landlord to retain the security and pet deposits held in trust by the landlord to a total amount of **\$1,350.00**. This amount will be offset against the landlord's monetary claim.

As the landlord's application has merit I find the landlord is entitled to recover the filing fee from the tenants of **\$100.00** pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord pursuant to s. 67 and 72(1) of the *Act* for the following amount:

Unpaid utilities	\$468.99
Loss of rent for June, 2016	\$1,350.00
Rekeying the locks	\$98.71
Clearing abandoned belongings	\$112.50
Cleaning supplies	\$61.72
Cleaning	\$2,325.00
Big Steel Box	\$468.76
Subtotal	\$4,885.68
Less security and pet deposits	(-\$1,350.00)
Plus filing fee	\$100.00
Total amount due to the landlord	\$3,635.68

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$3,635.68**. The Order must be served on the respondents. Should the respondents fail to comply with the Order, the Order may be enforced through the Provincial (Small Claims) Court of British Columbia as an Order of that Court.

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: December 08, 2016

Residential Tenancy Branch