



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, MNDC, FF

Introduction

These hearings were convened by way of conference call in response to the Landlords' Application for Dispute Resolution (the "Application") filed on June 17, 2016 for a Monetary Order for: damage to the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenants' security deposit; and, to recover the filing fee from the Tenants.

An agent for the Landlords and both Tenants appeared for the first hearing which was held on December 14, 2016. However, that hearing was adjourned due to service of evidence issues. The parties were sent an Interim Decision dated December 14, 2016 which required the Landlords to serve evidence to the Tenants and the Residential Tenancy Branch. The Tenants were provided an opportunity to also serve evidence prior to the reconvened hearing.

The Landlords' agent appeared for the reconvened hearing but there was no appearance by the Tenants for the 24 minute hearing. The Landlords' agent provided affirmed testimony and stated that she had received notice of this adjourned hearing from the Residential Tenancy Branch a week after the adjourned hearing had taken place. I also received the Landlords' updated evidence package which included the Landlords' photographic evidence. The Landlords' agent also testified that a copy of that evidence had been served to the Tenants prior to the reconvened hearing. There was no rebuttal evidence from the Tenants before me. Therefore, the hearing continued with the undisputed evidence of the Landlords as follows.

Issue(s) to be Decided

- Are the Landlords entitled to unpaid/lost rent?
- Are the Landlords entitled to damages and lack of cleaning to the rental unit?

- Are the Landlords allowed to keep the Tenants' security deposit in partial satisfaction of the Landlords' claim?

Background and Evidence

The Landlords' agent provided the following testimony and evidence. This tenancy began on April 1, 2013 for fixed term of one year which then continued on a month to month basis thereafter. Rent under the agreement started off at \$800.00 which was then increased to \$1,025.00 payable by the Tenants on the first day of each month. The Tenants paid a security deposit in the amount of \$440.00 on March 31, 2013 which the Landlords still retain. The Landlord did not complete a move-in Condition Inspection Report at the start of the tenancy.

The tenancy ended when the Tenants were served on March 22, 2016 with a one month notice to end tenancy for repeatedly late payment of rent. The Tenants disputed the notice to end tenancy and in a hearing that took place on April 26, 2016, the parties agreed to end the tenancy by mutual agreement on June 30, 2016.

However, the Tenants abandoned the rental unit on or about May 31, 2016 leaving behind extensive cleaning and damage to the rental unit and not paying rent for June 2016. The Tenants provided their forwarding address in a letter dated June 2, 2016 in which they detail that they left the keys in the mail box with the Landlords' name. The Landlords' agent explained that the keys for the rental unit had not been returned contrary to the Tenants' letter.

As a result, the Landlords make the following monetary claim. Unpaid rent for June 2016 in the amount of \$1,025.00, and \$240.95 for the rekeying of the rental unit locks for which the Landlord provided an invoice. The Landlord claims \$1,050.00 for cleaning costs for the rental unit which comprises of damage to the wall. The Landlord provided an extensive amount of photographs which show: the rental unit was left unclean; appliances were not cleaned; an extensive amount of garbage and the Tenant's furniture was left behind which had to be removed; and the smoke detector had to be replaced and installed. The Landlord provided an invoice which provides for a breakdown of the costs included labour at \$20.00 per hour.

Analysis

Firstly, I accept the Landlords received the Tenants' forwarding address on June 2, 2016 as provided for by the Tenants' letter. The Landlords made the Application to keep

the Tenants' security deposit on June 17, 2016. Therefore, I find the Landlords made the Application within the 15 day time limit stipulated by Section 38(1) of the Act.

As the Landlords failed to complete the move-in Condition Inspection Report for this tenancy, the Landlords had extinguished their right to make a claim from the Tenants' security deposit for damage to the rental unit. However, the security deposit can still be applied for other losses not related to damage.

I am satisfied by the Landlords' evidence that the tenancy was mutually agreed upon on April 26, 2016 to end on June 30, 2016. There is no evidence before me that the Tenants paid rent for June 2016 or that the tenancy was ended by any of the parties prior to the agreed date pursuant to the end tenancy provisions of the Act. Therefore, I award the Landlord unpaid rent for June 2016 of \$1,025.00

In relation to the Landlords' claim for lack of cleaning and damages to the rental suite, Section 37(2) (a) of the Act requires a tenant to leave the rental suite reasonably clean and undamaged at the end of the tenancy.

I accept the Landlords' evidence, in particular the compelling photographic evidence, which shows the Tenants failed to clean the rental unit and leave it undamaged at the end of the tenancy. I find the photographic evidence reflects and supports the break down costs claimed on the invoice provided into evidence. Therefore, I award the Landlords \$1,050.00 for these costs.

Section 37(2) (b) of the Act requires a tenant to give to the landlord all the keys to the rental unit when they vacate. In this case, the Landlords' agent denies the Tenants' submissions in their letter dated June 2, 2016 that the keys were returned back to the Landlords. In the absence of the Tenants to dispute this, I grant the Landlords the costs associated with rekeying the locks to the rental unit in the amount of \$240.95.

As the Landlords have been successful in this matter, the Landlords are also entitled to recover the \$100.00 Application filing fee pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlords is \$2,415.95 (\$1,025.00 + \$1,050.00 + \$240.95 + \$100.00).

As the Landlords already hold the Tenants' \$440.00 security deposit, I order the Landlords to retain this amount in partial satisfaction of the claim awarded, pursuant to Section 72(2) (b) of the Act. As a result, the Landlords are issued with a Monetary Order for the remaining balance of \$1,975.95.

Copies of this order are attached to the Landlords' copy of this Decision. This order must be served on the Tenants and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenants fail to make payment. The Tenants may also be held liable for any enforcement costs incurred by the Landlords.

Conclusion

The Tenants failed to pay rent and leave the rental unit reasonably clean and undamaged. Therefore, the Landlords may keep the Tenants' security deposit and are issued with a Monetary Order for the remaining amount of \$1,975.95.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 30, 2017

Residential Tenancy Branch