



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for compensation for damage to the rental unit, cleaning costs, garbage disposal and unpaid rent. The tenant did not appear at the hearing. The landlord provided a registered mail receipt, including tracking number, and a print-out from the Canada Post website as proof the hearing documents and evidence were sent to the tenant via registered mail on May 2, 2017 and successfully delivered to the tenant on June 5, 2017. I was satisfied the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Has the landlord established an entitlement to compensation from the tenant as claimed?

Background and Evidence

The tenancy started on March 21, 2013. The landlord does not require and did not collect a security deposit. The tenant's rent obligation is geared to income and effective April 1, 2016 the tenant was required to pay subsidized rent of \$595.00 on the first day of every month.

The tenant failed to pay rent for July 2016 and on July 7, 2016 a 10 Day Notice to End Tenancy for Unpaid Rent was posted to the door of the rental unit. The tenant did not pay the outstanding rent. On August 8, 2016 the landlord was notified by the RCMP that the door to the rental unit was kicked in. The landlord attended the rental unit and it appeared as though the rental unit was not being lived in although there were

possessions in the unit. The landlord boarded up the door opening and there was no communication from the tenant in the week that followed so the landlord considered the rental unit abandoned.

On August 16, 2017 the tenant emailed the landlord to communicate that she needed to retrieve her possessions. The landlord was agreeable to permitting the tenant access the rental unit to retrieve her possessions. A date of September 10, 2016 was set and on that date the tenant came and removed some of her possessions. The tenant signed a document authorizing the landlord to dispose of the remainder of her positions and pay for the disposal costs. The tenant told the landlord she would return to remove the remainder of her possessions on September 20, 2016 but she never returned. The landlord removed the tenant's possessions when she did not return by September 30, 2016 and stored them for another month before taking the remainder of the tenant's possessions taken to the dump.

Upon inspection of the rental unit, the landlord found the unit very dirty and damaged, including holes in the walls and doors and door casing ripped off the wall.

The landlord seeks to recover the following amounts from the tenant:

Unpaid and/or loss of rent for 2016 and August 2016	\$1,190.00
Junk removal	400.00
Cleaning	400.00
Repair walls and replace trim and doors	259.69
Lock change	<u>35.00</u>
Total claim	\$2,284.69

The landlord's claim for door replacement includes a reduction for depreciation of 25%. The landlord stated the doors were new just prior to the tenancy.

The landlord's claim for lock changing relates to the tenant's request to change the locks in February 2016 because the tenant said she had lost her purse and keys. The tenant was informed and signed a document at that time agreeing to pay the cost of \$35.00 but she never did pay the charge.

Documentary evidence provided by the landlord included a copy of: the tenancy agreement; the document for the subsidized rent calculation effective as of April 1, 2016; the 10 Day Notice to End Tenancy for Unpaid Rent; condition inspection reports;

property release form; receipts and invoices; photographs taken at the end of the tenancy; and, various communications between the parties.

Analysis

Upon consideration of all of the undisputed evidence before me, I provide the following findings and reasons.

Under section 26 of the Act, a tenant is required to pay rent when due under their tenancy agreement until the end of the tenancy. In order for the tenant to end a month to month tenancy the tenant is required to give the landlord at least one full month of written notice. In this case, the tenant failed to pay the rent that was due to the landlord for July 2016 and had not ended the tenancy by giving the landlord advance notice. Nor, did the tenant vacate the rental unit in accordance with the 10 Day Notice and the tenant left many of her possessions in the rental unit through the month of August 2016. Therefore, I find the landlord entitled to recover unpaid and/or loss of rent from the tenant for the months of July 2016 and August 2016 as requested.

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean, vacant, and undamaged at the end of the tenancy. Upon review of the documentary and photographic evidence I find the landlord has satisfied me that the tenant failed to meet these obligations and the landlord incurred losses to rectify the tenant's breach in the amounts claimed. Therefore, I grant the landlord's request to recover junk removal, cleaning and repair costs claimed.

As for the lock change, section 7 of the Residential Tenancy Regulations permits a landlord to charge the tenant the cost to replace locks where the request is made by the tenant. Accordingly, I grant the landlord's request to recover \$35.00 from the tenant for the tenant's request to change the locks in February 2016.

I further award the landlord recovery of the \$100.00 filing fee paid for the landlord's application.

Based on the foregoing, I grant the landlord's application in its entirety and I provide the landlord with a Monetary Order in the sum of \$2,384.69 [\$2,284.69 + \$100.00] to serve and enforce upon the tenant.

Conclusion

The landlord is provided a Monetary Order in the sum of \$2,384.69 to serve and enforce upon the tenant.

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 29, 2017

Residential Tenancy Branch