



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

**MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, compensation for damage or loss, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. The landlord checked the Canada Post web site and determined that the mail was accepted on May 26, 2017 by N.M. who the landlord believes is the tenants' mother. The tenant had provided the forwarding address when written notice ending the tenancy was given on December 30, 2015. A copy of the notice given by the tenant was supplied as evidence.

Therefore, I find that these documents were sufficiently served on May 26, 2017, in accordance with section 71(2)(b) of the Act, to the forwarding address given by the tenant.

### **Issue(s) to be Decided**

Is the landlord entitled to compensation for unpaid rent and loss of rent revenue?

Is the landlord entitled to compensation for damage to the rental unit?

### **Background and Evidence**

The tenancy commenced on August 11, 2013. Rent was due on or before the first day of each month.

On December 30, 2015 the tenant gave notice ending the tenancy effective January 31, 2016. The tenant over-held as she was hospitalized and could not vacate.

On February 26, 2016 the landlord completed a move-out inspection report; the tenant was not present.

The landlord has made the following claim:

Rent and loss of revenue	234.00
Garbage hauling	297.22
Painting	1,145.03
Cleaning	340.00
<b>TOTAL</b>	<b>2,016.25</b>

The landlord said that the tenant did not provide vacant possession until later in February, 2016. The tenant failed to pay \$1.00 rent for January and owed \$233.00 for over-holding into February 2017.

The landlord provided photographs taken of the rental unit which showed a number of items left by the tenant, damaged walls and the need for cleaning.

The landlord submitted an invoice dated February 29, 2016, for hauling costs.

The tenant left the unit with marked walls and a small hole in the entry hallway. The landlord had the unit repainted and assessed the tenant as responsible for 18 months of the cost since the last time the unit had been painted. The landlord used four years as the use life of the paint, expecting another 1.5 years of useful life. The total cost of the painting was \$2,908.00; the tenant's portion was \$1,145.03; including GST.

The inspection report indicated the tenant failed to properly clean multiple areas of the unit. The fixtures, window coverings, sink, counters, floors, windows, bathtub and toilet all required cleaning. The landlord has claimed the cost of cleaning the fridge, stove, cupboards, bathroom, windows, floors and basement. A copy of the time sheet for cleaning was supplied as evidence.

The tenant did not attend the hearing to oppose the claim.

### Analysis

Section 37(2) of the Act provides:

*2) When a tenant vacates a rental unit, the tenant must*

*(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and*

*(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.*

From the evidence before me, and in the absence of the tenant who did not attend the hearing to oppose the claim, I find pursuant to section 67 of the Act that the landlord is entitled to the costs claimed. I find that the landlord has proven on the balance of probabilities that the landlord is entitled to the costs claimed due to a failure of the tenant to comply with the Act.

As the application has merit I find pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee cost from the tenant.

Based on these determinations I grant the landlord a monetary Order in the sum of \$2,116.25. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

#### Conclusion

The landlord is entitled to compensation in the sum claimed.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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 25, 2017

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Residential Tenancy Branch