



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent, and other damages and cleaning costs. The tenant did not appear at the hearing. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution and evidence in person at the tenant's place of work within three days of filing. I was satisfied the tenant was duly served with notification of this proceeding and I continued to hear from the landlord and the landlord's wife who also attended the hearing 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

There is no written tenancy agreement and no security deposit was collected. The tenancy started in 1995 or 1996 to the best of the landlord's knowledge. The rent was originally set at \$600.00 per month. In 2004 or 2005 the tenant's girlfriend moved into the rental unit with the tenant. The tenant had been required to pay rent of \$750.00 on the first day of every month for the past four years or so.

On March 10, 2018 the landlords issued two 10 Day Notices to End Tenancy for Unpaid Rent to the tenant to indicate two months of rent were outstanding, plus a 1 Month Notice to End tenancy for Cause. The landlords described how between the months of January 2018 and April 2018 the tenant only paid rent for two of the four months. The tenant was permitted occupancy of the rental unit until April 30, 2018. The landlords submit that at the end of the tenancy the tenant still owed two months of rent. The landlords seek to recover unpaid rent of \$1,500.00.

In addition, the landlord seeks compensation to recover costs associated to removing and disposing of the tenant's garbage and abandoned property. The landlords described how the tenant had moved out approximately 1 – 2 weeks before April 30, 2017 but that the tenant's girlfriend was still at the property. The landlords stated that on a number of occasions leading up to April 30, 2017 the landlords attempted to contact the tenant by phone in order to schedule the move-out inspection but that the tenant's phone was then disconnected. The landlords left a note to this effect for the tenant on April 29, 2017. The landlords testified that they found the tenant hiding behind a dumpster in the alley behind the property while the tenant's girlfriend was removing the last of her possessions on April 30, 2017. The tenant would not participate in a move-out inspection. On April 30, 2017 the tenant's girlfriend returned the keys to the landlords and left the property, leaving behind a significant amount of abandoned possessions.

The landlords described the abandoned possessions as being old mattresses, broken furniture, broken tools, old televisions, and other debris and garbage. The landlords rented a dumpster at a cost of \$366.58 including disposal; and, hired two men through a Provincial employment program to remove the abandoned property from the rental unit at a cost of \$440.00. The landlord provided a copy of the dumpster receipt, plus photographs showing the possessions left behind by the tenant and men moving the possessions toward and in the dumpster.

Analysis

Based upon the unopposed evidence presented to me, I provide the following findings and reasons.

Section 26 of the Act provides that a tenant is required to pay rent when due under the terms of their tenancy agreement. Where a tenant does not pay rent that is payable the landlord may seek recovery of the unpaid rent. The landlord submitted that the tenant failed to pay two months of rent between the months of January 2018 and April 2018 and provided two 10 Day Notices to End Tenancy for Unpaid Rent to corroborate this submission. I find I am satisfied the tenant owes the landlord rent for two months and I grant the landlord an award of \$1,500.00 for unpaid rent as requested.

Pursuant to section 37 of the Act, at the end of the tenancy the tenant is required to leave the rental unit undamaged, reasonably clean and vacant which means removal of the tenant's personal possessions and garbage. Should the tenant fail to comply with this obligation, the landlord may seek recovery of losses associated to the tenant's

violation. In this case, the landlord submitted that the tenant failed to remove all of his possessions and garbage by the end of the tenancy and the landlord incurred a loss of \$806.58 for the dumping costs and labour costs. The landlord provided a dumpster receipt and photographs in support of this position and I am satisfied by the evidence before me that the landlord is entitled to recover this loss from the tenant. Therefore, I award the landlord \$806.58 as requested.

I further award the landlord recovery of the \$100.00 filing fee paid for this Application for Dispute Resolution.

In light of the above, I provide the landlord with a Monetary Order in the sum of \$2,406.58 to serve and enforce upon the tenant.

Conclusion

The landlord is provided a Monetary Order in the sum of \$2,406.58 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: June 12, 2018

Residential Tenancy Branch