



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MND MNR FF

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on September 7, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlords attended the hearing. However, the Tenants did not. The Landlords stated that the Tenants left suddenly without providing any forwarding address. As such it was difficult to serve both of the Tenants. The Landlords stated that they served one of the Tenants, J.B. at his place of work on February 10, 2018, with their evidence and application package. The Landlords were unable to serve the other Tenant, E.P. Given only J.B. was served with the Notice of Hearing, I will only issue the monetary order against him. I find J.B. was sufficiently served with the Notice of Hearing and evidence.

The Landlords were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Are the Landlords authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenants' security deposit of \$750.00. The Tenants moved out of the unit around January 21, 2018, after not paying rent for December and January. The Tenants told the Landlords on January 3, 2018, that they could not afford to live there anymore and would be leaving as of the end of January.

The Tenants left the unit in a state of disrepair (dirty and damaged). As such, the Landlord is requesting compensation for the following items:

Carpet Cleaning Invoice - \$262.40

The Landlord is requesting compensation for the costs they incurred to have the carpets cleaned. They stated that the Tenants worked on car parts in the dining room, left oil stains on the carpets, and the whole unit needed cleaning. The amount above was paid to a professional carpet cleaner.

General Cleaning Invoice - \$257.25

The Landlord is requesting compensation for the costs they incurred to have the entire rental unit cleaned. They stated that the Tenants abandoned the unit with spoiled food in the fridge, and the rental unit was completely uncleaned and filthy. The entire house needed to be cleaned, and it took 7 hours from a professional cleaner to restore the rental unit to a rentable condition. The amount above was paid to a professional cleaner.

Dump Fees - \$120.00

The Landlord is requesting compensation for the costs they incurred to have the Tenants garbage thrown out. The Landlords stated that the Tenants left the rental unit full of garbage and it took them 4 truckloads to the dump to get rid of everything.

Unpaid Rent - \$2,100.00

The Landlord is requesting compensation for the unpaid rent for December of 2017, and January of 2018. Monthly rent was \$1,050.00 and the Tenants did not pay any money for these months.

Compensation for February 2018 - \$1,050.00

The Landlord stated that after the Tenants vacated on January 21, 2018, it took several weeks to patch holes in the drywall, clean the place, dispose of garbage and prepare the unit for rental. The Landord stated that the Tenants never gave them proper 1-Month Notice that they would be leaving, and only told them on January 3, 2018, that they would be leaving at the end of the month. Since the Tenants left the unit without giving a full month's Notice, and because it took so long to repair the rental unit so that it was ready for re-rental, the Landlords are seeking to recover February 2018 rent because they were unable to re-rent the unit until March of 2018.

Analysis

The Landlord is seeking monetary compensation for several items, as laid out above. These items will be addressed in the same order for my analysis. A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on the undisputed evidence (photos and invoices) and the testimony provided at the hearing, I find as follows:

Carpet Cleaning Invoice - \$262.40 & General Cleaning Invoice - \$257.25

I find there is sufficient evidence to show that the Tenants did not clean the carpets, and that they left a substantial mess. The Landlord hired professionals to perform the above amounts. I award the Landlords the full amount of their claim on these items.

Dump Fees - \$120.00

The Landlord is requesting compensation for the costs they incurred to have the Tenants garbage thrown out. I find there is sufficient evidence to show that the Tenants left behind lots of garbage which the Landlord had to dispose of. I award the Landlords the full amount of their claim on this item.

Unpaid Rent - \$2,100.00

I find there is sufficient evidence that the Tenants failed to pay December and January rent. I award the Landlords the full amount of their claim on this item.

Compensation for February 2018 - \$1,050.00

I note that the Tenants left the unit without giving a full month's Notice. I also note that it took a few weeks to repair the rental unit so that it was ready for re-rental. Despite trying, the Landlords were unable to re-rent the unit until March 2018. The Landlords are seeking to recover February 2018 rent. Given the circumstances surrounding the Tenants' departure and the condition they left the unit in, I find the Landlords are entitled to recover rent for February.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenants. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$3,789.75
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$750.00)
TOTAL:	\$3,139.75

Conclusion

The Landlord is granted a monetary order in the amount of **\$3,139.75**, as specified above. This order must be served on the Tenant, J.B. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced 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: September 10, 2018

Residential Tenancy Branch