



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, unpaid utilities, the cost of garbage disposal, replacement of carpets, repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that the tenant moved out without informing the landlord and did not provide a forwarding address. The landlord sent the notice of hearing package along with his evidence to both the tenants at their work places by registered mail, on August 27, 2018. The landlord filed copies of the tracking slips. The landlord testified that he viewed the tracking history on line and found that both the packages were picked by the tenants. The tenants' signatures appeared on the tracking history.

Despite having been served the notice of hearing, the tenants did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. The landlord's son attended the hearing to assist his father.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities, the cost of garbage disposal, replacement of carpets, repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2016. The monthly rent was \$1,600.00 payable on the 8th of each month. Prior to moving in the tenant paid a security deposit of \$800.00.

The landlord's son who represented the landlord stated that his parents are in their eighties and not very familiar with technology. In addition the male landlord is undergoing aggressive therapy for cancer.

The landlord's son JK stated that the tenant paid rent by e-transfer on the 8<sup>th</sup> of every month and it went directly into the landlord's bank account. However, a couple of days later it was withdrawn for lack of funds in the tenant's account. This went on for 7 months starting in December 2017.

JK stated that the landlord had extra funds in his account to cover expenses and due to the condition of his health and his unfamiliarity with e-transfers, he did not notice that the balance was going down with time. JK stated that he discussed this with his parents in July 2018 and they gave the tenant 24 hour notice to carry out an inspection of the rental unit. At this point they were out rent for seven months from December 2017 to June 2018.

The landlords arrived at the rental unit on July 10, 2018 and found the tenant moving large furniture out of the unit. The tenant informed the landlord that he had a friend who was down on his luck and did not have any furniture and therefore he was giving his furniture to his friend. The landlords believed the tenant and left without inspecting the unit as they did not want to disturb the tenant. The landlord stated that the tenant sounded very sincere and he had no reason not to believe him.

When the landlords did not receive rent for July 2018 they visited the rental unit again on or about July 14, 2018 and found that the tenant had moved out and left a lot of his unwanted belongings behind. The landlord also found that his lawnmower and his snow blower were missing.

The tenant had a dog and a cat and the landlord stated that the odour in the rental unit was unbearable. The tenant had left behind sofas, mattresses and several bags of garbage which had to be hauled away. The landlord testified that all items left behind were damaged by the pets and smelt bad. In addition the door frames had extensive pet damage and the carpet was beyond cleaning as the house was littered with dog and cat feces.

The tenant had to remove and replace the carpet, haul away the garbage, repair the door frames, deodorize the unit and paint the unit. The tenant started this work in mid-July and the unit was unavailable to rent for the months of August and September. Upon completion of the work a tenant moved in on October 01, 2018.

The landlord stated that he did all the repair work himself and requested to be compensated for his labour in the amount of \$3,000.00.

The landlord also requested for loss of income as the unit was not in a condition to be rented out and needed considerable work.

The landlord testified that the tenant also had an unpaid hydro bill and the landlord is claiming the cost of unpaid hydro. The landlord filed copies of invoices for the cost of supplies and for the cost of disposing off the tenant's unwanted belongings.

The landlord is claiming the following:

1.	Unpaid rent	\$11,200.00
2.	Unpaid utilities	\$2,541.90
3.	Garbage disposal	\$120.00
4.	Paint and other supplies	\$798.85
5.	Cost of labour	\$3,000.00
6.	Loss of income	\$4,800.00
7.	Filing fee	\$100.00
	<b>Total</b>	<b>\$22,560.75</b>

### **Analysis**

#### **1. Unpaid rent - \$11,200.00**

Based on the undisputed sworn testimony of the landlord and the bank document filed into evidence by the landlord, I find that the landlord received rent by e-transfer which after a couple of days was withdrawn from the landlord's account by the bank it originated from.

I find on a balance of probabilities that it is more likely than not that the landlord did not notice it because he is unfamiliar with e-transfers and is also undergoing harsh treatments for cancer. The landlord's son assisted the landlord in his affairs and discovered the ongoing problem.

I accept the landlord's testimony and find that the landlord is entitled to rent in the amount of \$11,200.

2. Unpaid utilities - \$2,541.90

The landlord filed a copy of a hydro bill in this amount owed as of July 12, 2018. The bill is in the tenant's name and it is for consumption at the rental unit address during the term of the tenancy. I find that the landlord has proven his claim and I award the landlord \$2,541.90 for unpaid utilities.

3. Garbage disposal - \$120.00

The landlord filed a multiple slips showing payment to the local dumpsite for multiple trips to dispose of garbage. I find that the landlord is entitled to his claim.

4. Paint and other supplies - \$798.85

The landlord filed several invoices for the cost of deodorizing, repairing, painting and replacing carpet. I find that the landlord is entitled to his claim.

5. Cost of labour - \$3,000.00

The landlord stated that he carried out all the repairs by himself and it took him approximately 2 months of full time work to complete the work and render the unit ready for renting. I find that the landlord is entitled to his claim.

6. Loss of income - \$4,800.00

Pursuant to *Residential Tenancy Policy Guideline#3* if at the end of tenancy the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of income. The landlord is required to mitigate the loss by completing the repairs in a timely manner. The landlord provided adequate evidence to support his testimony that the premises were un-rentable and it took him about two months to complete the repairs and restore the unit to a condition in which it could be rented out. The tenant moved out sometime in the second week of July 2018 without informing the landlord. The landlord repaired the extensive damage and was able to re-rent the unit for October 01, 2018.

Based on the documents filed into evidence and the testimony of the landlord and in the absence of contradictory testimony, I find that the landlord is entitled to his claim of \$4,800.00 for the loss of income he suffered.

7. Filing fee - \$100.00

Since the landlord has proven his claim, he is also entitled to the filing fee.

Overall the landlord has established a claim of \$22,560.75. I order that the landlord retain the deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$21,760.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order for the amount of **\$21,760.75**

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: December 18, 2018

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Residential Tenancy Branch