



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The landlord applies for the cost of cleaning and repair of the rental unit.

Both parties attended the hearing, the landlord by his representative the first day, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the tenant responsible for the landlord's cost to clean and repair this rental unit?

Background and Evidence

The rental unit is a one bedroom condominium apartment. There is a written tenancy agreement. The tenancy started May 15, 2017 for a fixed term ending May 14, 2018. The box of the standard form tenancy agreement indicating that the tenant must move out at the end of the tenancy is not checked off, however, the parties initialled the corresponding initials boxes.

The rent was \$1850.00 per month. The tenant paid an \$825.00 security deposit still held by the landlord.

It is not clear that the tenant every spent significant time living in the rental unit. It is apparent that in December or so she found a friend to sublet. She obtained the landlord's permission to sublet to her friend but the friend left fairly soon.

The tenant began using the services of Airbnb and Craigslist to sublet the rental unit. She did so in violation of the strata rules for the building and without the landlord's knowledge or

consent. In February 2018 the tenant located new subtenants through Craigslist. The landlord was unaware of the subletting.

On or about February 19 or 20, the tenant received an urgent message from one of her subtenants. She immediately returned to the city from Los Angeles where she worked and was living.

Her subtenants immediately abandoned the rental unit (bouncing the cheque they had given her for rent and deposit money).

At about the same time the landlord had been contacted by the concierge for the building and by the strata over concerns about the subtenants.

The tenant attended the rental unit ahead of the landlord. As she described it in her written submission they had “vandalized my place learning I was checking on them and they destroyed all my furniture and everything in the apartment.” At hearing she described the state of the premises as “everything crushed...garbage thrown everywhere... vandalized...slashed carpets... pukish splashes.”

The landlord attended with the tenant and immediately hired a cleaner. The tenant did not have her own key fob for the rental unit and arranged to get one through the landlord and the concierge so that she could remove her furniture and belongings.

The landlord attended to hiring junk removers and repairmen. He also had the locks changed, replaced a building visitor's pass and paid \$1200.00 of strata fines incurred for this rental unit during the tenancy.

Analysis

It is apparent that both the landlord and the tenant considered the tenancy to be at an end at that time. Significant cleaning and repair work would be required before the rental unit was habitable. The tenant quickly arranged to have her furnishings and belongings moved from the rental unit and its accompanying storage facility.

There appears to be no correspondence between the two, formally ending the relationship, but I find that it was ended then, on February 21, by mutual agreement. At this hearing the tenant argued that the landlord improperly evicted her at that time. I do not agree. She was not living there but was living and working in the U.S.A. and did not plan to return to Canada until the end of March. She obviously was not going to be permitted to sublet the premises again. She indicated to the landlord on February 22 that she would be taking advice from the “tenants agency” and small claims court to assess her remedies against her subtenants and would have had the opportunity to obtain advice regarding the ending of the tenancy. In March she

requested to see the landlord's receipts for cleaning and repair. From the documentation provided, it appears that she made no assertion of a wrongful eviction until this hearing.

The tenant is responsible for the landlord's loss incurred as a result of the actions of persons the tenant permitted on the premises.

I have reviewed the landlord's claim and evidence. I award him \$2026.00 for the cost of door replacement, wall damage repair and re-painting. I award him \$240.00 for cleaning costs and \$137.50 for junk removal. I award him \$73.48 for lock replacement as the tenant was not able to return all the keys that had been issued to her. I award him \$50.00 for the cost of a visitor's pass that had to be replaced. I award the landlord \$1200.00 for strata fines imposed during this tenancy and which he has been required to pay.

In result the landlord is entitled to a monetary award totalling \$3726.98 plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$825.00 security deposit in reduction of the amount awarded. He will have a monetary order against the tenant for the remainder of \$3001.98.

Conclusion

The application is allowed as presented.

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 28, 2018

Residential Tenancy Branch