



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlords under the *Residential Tenancy Act* (the “Act”) for monetary compensation for damages, monetary compensation for unpaid rent, to retain the security deposit towards compensation owed and for the recovery of the filing fee paid for this application.

An agent for the Landlord (the “Landlord”) and one Tenant were both present for the duration of the teleconference hearing. The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlords’ evidence. The Tenant confirmed that they did not submit any evidence prior to the hearing.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy 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 monetary compensation for damages?

Are the Landlords entitled to monetary compensation for unpaid rent?

Should the Landlords be allowed to retain the security deposit towards any compensation owed?

Should the Landlords be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy began on September 1, 2009 and ended on August 31, 2018. Monthly rent at the end of the tenancy was \$624.00, due on the first day of each month. A security deposit of \$285.00 was paid at the outset of the tenancy and the Landlord confirmed that they are still in possession of the full deposit amount. The tenancy agreement and a Notice of Rent Increase form were submitted into evidence and confirm the details as stated by the parties.

The Landlord provided testimony that on August 17, 2018 they received verbal notice from the Tenants that they were moving out at the end of the month. As this was less than one month of notice, the Landlord provided a letter to the Tenants to advise them that they were still responsible for September 2018 rent. The letter, dated August 19, 2018 was submitted into evidence and states that notice on August 17, 2018 would end the tenancy at the end of September 2018. The letter further states that the Tenants will owe rent as due on September 1, 2018 due to not providing one full rental month of notice.

The Tenant agreed that they provided verbal notice to end their tenancy on August 17, 2018. She stated that they had short notice to move into a new place they had found and therefore were not able to provide more notice and were not able to pay rent for two places. The Tenant confirmed receipt of the Landlords' letter on August 19, 2018.

As the Landlord did not hear from the Tenants after providing the letter, they stated that they were unsure when the Tenants would be moving out. They received the keys to the rental unit in their mailbox on August 31, 2018. The Tenant confirmed that they moved out on August 31, 2018 and after knocking on the Landlord's door with no answer, they left the keys in the mailbox on this date.

The Landlord testified that they conducted a move-in inspection at the start of the tenancy but did not conduct a move-out inspection as the Tenants had already moved out when the Landlords became aware that they had left. However, the Landlord stated that once they received the keys back, they walked through the rental unit and took

photos. The Landlord submitted six photos of the rental unit into evidence and stated that these were taken on September 1, 2018.

The Landlords applied for a total of \$1,054.00 in compensation. They applied for \$300.00 for 10 hours of cleaning at \$30.00 per hour. The Landlord testified that they completed the cleaning themselves and that although it took more than 10 hours, they are only claiming compensation for 10 hours from the Tenants. The Landlord noted the photos submitted into evidence that show areas of cleaning required throughout the rental unit. In particular, the Landlord stated that the bathtub and toilet were very dirty as evidenced by the photos.

The Landlord also claimed for \$50.00 in cleaning supplies, which he stated was an estimate of what they spent on the supplies. The Landlord did not submit a receipt into evidence.

The Tenant stated that they did their best to clean up prior to moving out, but that a rat infestation during the tenancy created challenges with fully cleaning up. She stated that due to rat urine and feces throughout the rental unit, many items had to be left behind due to contamination.

The Tenant further stated that there was an issue with the toilet that had been ongoing for many years. She stated that this caused sewage to back up into the toilet and bathtub. Although they tried to fix the blockage in the toilet they were unable to. She noted that the Landlord also tried to fix the issue at one point during the tenancy, but that it was only resolved temporarily. The Tenant stated that they were unable to scrub the bathtub clean due to the plumbing issues.

The Landlord stated that the Tenants did not notify them of an ongoing rodent issue in the rental unit. Although they were aware of an issue with the toilet during the tenancy, they were under the impression that this had been resolved. They did not realize there was another plumbing issue until entering the unit following the Tenants moving out.

The Landlord claimed for \$50.00 for the rental of a plumbing snake to fix and clean the toilet. There was no receipt submitted, but the Landlord stated that this was the approximate cost for the rental.

The Tenant stated that they rented a plumbing snake at one point to try to fix the issue as well. She agreed that \$50.00 was the approximate cost to do so. The parties were

not in agreement as to whether the Landlord was aware of the ongoing issue with the plumbing or who was responsible for paying the cost of the tool rental.

The Landlords applied for \$30.00 as compensation for the cost of removing junk from the property. He stated that this was the cost of the dump fees. The Tenant stated that they were unable to bring everything with them due to the smaller size of their new home and that other items were left behind due to rodent contamination. However, the Tenant stated her agreement to pay the \$30.00 for the junk removal due to the items left behind. Photos were submitted by the Landlord of the items left throughout the rental unit.

Lastly, the Landlords applied for compensation for rent for September 2018 in the amount of \$624.00. As the Tenants provided notice to end the tenancy on August 17, 2018, the Landlord stated that rent was payable as due on September 1, 2018. The Tenant agreed that they owe rent for September 2018.

The Landlord stated that due to the condition of the rental unit, they had to leave the doors and windows open for a few weeks. It also took them a while to clean the rental unit and remove the junk left behind. Although the Landlords are not re-renting the unit at this time, they submitted that they would not have been able to during September 2018 due to the time involved in cleaning out the rental unit.

The Landlord stated that the Tenants did not provide him with a forwarding address until he called them in mid-September 2018 and obtained their new address. The Landlord submitted an amendment to the Application for Dispute Resolution to update the Tenants' address. The amendment states that the Tenants' new address was received on September 14, 2018. The Tenant was unsure of the exact date their forwarding address was provided but agreed that it was in mid-September 2018.

Analysis

Based on the testimony and evidence of both parties, and on a balance of probabilities, I find as follows for each of the Landlords' claims:

Cleaning and supplies: The Landlords applied for \$300.00 for 10 hours of cleaning.

Section 37(2)(a) of the *Act* states the following:

- (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

Based on the photo evidence and the testimony of both parties, I find that the rental unit was not left reasonably clean at the end of the tenancy. Therefore, I find that the Tenants did not comply with their responsibilities under Section 37 of the *Act*. As stated in Section 7 of the *Act*, when a party is not in compliance with the *Act*, they must compensate the other party for any losses that occur.

I find the photos submitted by the Landlord to be evidence that at least 10 hours of cleaning was required. I also find the Landlord's estimate of the time and cost of cleaning to be reasonable based on the condition of the rental unit at the end of the tenancy as shown in the photos. As such, I find that the Landlords have established their claim for \$300.00 for cleaning and they are awarded this amount.

As for the \$50.00 claim for cleaning supplies, I do not have evidence before me that this amount was spent. However, I do find it reasonable that supplies would be needed to complete the cleaning required and therefore award a nominal amount of \$20.00 for cleaning supplies.

Tool rental: The Landlords applied for \$50.00 for the rental of a plumbing snake to fix the issue with the toilet that was causing backup into the bathroom. I find that the testimony of both parties demonstrated that there was an issue with the toilet at the end of the tenancy. As the Tenant provided testimony that this has been going on for years such that they were not able to use the toilet, it does not seem that the Landlord was aware of the extent of the plumbing issues or that they were ongoing after previously being fixed.

As such, I find that in order to clean the bathroom, the Landlord was required to fix the issue with the toilet. Although no receipts were submitted to prove that the rental was \$50.00, the Tenant stated that this was the approximate cost when they rented the same tool previously. As such, I find that the Landlords are entitled to compensation in the amount of \$50.00.

Garbage removal: During the hearing, the Tenant agreed to pay the \$30.00 for junk removal as claimed by the Landlords. Along with the Tenant's testimony that items were left behind in the rental unit, I find the photos to be clear evidence of such. As such, I

accept the Tenant's agreement to pay and also find that the Landlord is entitled to compensation in the amount of \$30.00 for junk removal costs.

One month rent: The Tenant agreed that they would pay \$624.00 for September 2018 rent. I also find that the Landlords are entitled to this amount. As stated in Section 45(1), to end a periodic or month to month tenancy, at least one full month notice is required. Although the Tenants' notice to end their tenancy was not in writing, verbal notice was provided on August 17, 2018. As rent was due on the first of each month, notice on August 17, 2018 would end the tenancy at the end of September 2018 and rent would be due as per the tenancy agreement on September 1, 2018.

Although the Landlords decided not to rent out the unit again, I find that they would not have been able to during September 2018 due to the condition of the rental unit and the time required to clean it out. As such, I find that the Tenants owed rent of \$624.00 on September 1, 2018.

The Landlords applied to retain the security deposit of \$285.00 towards compensation owed. Section 38(1) of the *Act* states that a landlord has 15 days from the later date of the tenancy ending or the forwarding address being provided to return the deposit or file a claim against it. As the tenancy ended on August 21, 2018, the forwarding address was provided on or around September 14, 2018 and the Landlords applied for dispute resolution on September 14, 2018, I find that they applied within the 15 days allowable and may claim against the deposit. Therefore, pursuant to Section 38(4)(b), the Landlord may retain the security deposit towards the total amount owing.

As the Landlords were successful in their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00.

The Landlords are awarded a Monetary Order in the amount outlined below:

10 hours of cleaning	\$300.00
Cleaning supplies	\$20.00
Tool rental	\$50.00
Garbage removal	\$30.00
September 2018 rent	\$624.00
Filing fee	\$100.00
<i>Less security deposit</i>	<i>(\$285.00)</i>
Total owing to Landlord	\$839.00

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlords a **Monetary Order** in the amount of **\$839.00** for rent owed for September 2018, cleaning and associated costs, and for the recovery of the filing fee paid for the Application for Dispute Resolution. The Landlords are provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: January 16, 2019

Residential Tenancy Branch