



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PTR DEVELOPMENT HOLDINGS LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for loss or damage under the Act, regulations or tenancy agreement, for compensation for damage to the unit, site or property, to retain the Tenants' security, pet and key deposits and to recover the filing fee for this proceeding.

The Landlord said they served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on July 12, 2019. The Tenant's agent said that only Tenant M. F. was served and it was not fair that Tenant T.N. was not served as Tenant T.N. caused most of the damage to the rental unit. The Landlord said they only had Tenant M.F's forwarding address so they sent both Hearing Packages to that address. The Landlord said they complied with the service requirements of the Act. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there a loss or damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is there damage to the unit, site or property and if so how much?
6. Is the Landlord entitled to compensation for damages and if for how much?
7. Is the Landlord entitled to keep the Tenants' security, pet and key deposits?

### Background and Evidence

This tenancy started on April 7, 2017 as a fixed term tenancy with an expiry date of March 31, 2018 and then continued as a month to month tenancy. Rent was \$1,609.00 per month payable on the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$755.00 and a key deposit of \$150.00 at the start of the tenancy and a pet deposit of \$785.00 during the tenancy. The Landlord said the Tenants moved out of the rental unit on June 21, 2019 without proper written notice to the Landlord. The Landlord said a move in condition inspection was completed and signed on April 7, 2017 and a move out condition inspection report was completed on June 21, 2019 in the absence of the Tenants. The Landlord said the Tenants left the unit and did not communicate with the Landlord. The Landlord said they gave the Tenants two or more opportunities to pick a time for the move out inspection but the Tenants did not respond to the Landlord's text messages.

The Landlord continued to say that the Tenants did not pay \$1,609.00 of rent for June 2019. As a result the Landlord issued a 10 Day Notice to End Tenancy dated June 3, 2019, which is in the Landlord's hearing package. The Landlord said they applied under the Direct Request process and obtained an Order of Possession and a Monetary Order for \$1,709.00, which represents the June 2019 rent and the filing fee of \$100.00. The Landlord said the Tenants have not complied with the Monetary Order as of yet.

Further the Landlord said the Tenants left the rental unit in very poor condition. The Landlord said it was dirty and many things were damaged. The Landlord provided the move out condition inspection report and numerous photographs of the rental unit as of June 21, 2019. As a result of the condition of the rental unit the Landlord is applying for compensation for cleaning and damage to the rental unit as follows:

1. Unpaid rent and filing fee	\$1,709.00
2. Rent late fee	\$ 25.00
3. Repairs to the unit	\$1,754.55
4. Cleaning the unit	\$ 945.00
5. Cleaning blinds	\$ 166.25
6. Carpet cleaning	\$ 262.50
7. Replace keys and fobs	\$ 160.00
8. Filing fee	<u>\$ 100.00</u>
Subtotal	<u>\$5,122.30</u>

The Landlord said they have included the previous claim of \$1,709.00 as the Tenants have not paid the monetary order the Landlord received from the Landlord's previous application. Further the Landlord said the rent late fee for June 2019 was not included in the previous application and the Landlord is seeking it now. The Landlord continued

to say they have included paid receipts for the repairs to the unit in the amount of \$1,754.55, cleaning the unit for \$945.00, blind cleaning for \$166.25 and carpet cleaning in the amount of \$262.50. The Landlord said these are all bills the Landlord has paid. In addition the Landlord said the Tenants did not return 2 fobs, 2 door keys and 2 mail keys and so the Landlord has replaced these keys and fobs at a cost to the Landlord of \$160.00. Finally the Landlord said they are also requesting to recover the filing fee of \$100.00 from the Tenants if their application is successful. The Landlord said their total claim is \$5,122.30.

The Tenants' Agent said she agrees that the Tenants left the rental unit in poor condition and she is not disputing that the Landlord had to clean and repair the unit. Although there was agreement on the condition of the rental unit the Tenants' Agent continued to say that the Tenants are disputing some of the amounts in the Landlord's invoices. The Tenants' Agent said the invoice for repairs of \$1,754.55 is an invoice from a company that the Landlord owns, so it is not arms length and it is poorly itemized. The Agent said the hours for labour don't add up and the materials may be double counted as they are not itemized. The Tenants' agent said this invoice is difficult to understand and may not be correct. As well the Agent said the invoice for clean has an hourly rate of \$45.00 per hour which the Agent said appears high. The Tenants agent did not dispute the other invoices the Landlord is claiming.

There was some discussion of the repair invoice and the Landlord explained the labour cost were total of \$745.00 at \$30.00 per hour which means the Landlord is claiming approximately 25 hours to repair walls, to remove garbage and to repair the floors. The Landlord L.T. said she was present when this work was done and this is a low estimate of the hours it took to do the repairs. Landlord V.P. said she understands that the materials claim is not itemized and there are no paid receipts for the materials so Landlord V.P. said they are willing to reduce the claim by the materials cost of \$626.00. Further Landlord V.P. said they hire many cleaning companies and the market rate for a professional cleaning company is \$45.00 per hour. The Landlord V.P. said this invoice is not high and it is the market rate.

The Tenants' Agent said in closing that the two claims the Landlord is making that the Tenants are disputing are the repair invoice because it is confusing and not itemized and the hourly rate of \$45.00 per hour for cleaning services.

The Landlord said in closing that their claim is a low estimate of the time and material costs that they incurred in cleaning and repairing this rental unit as the Tenants left it in very poor condition and the Tenants did not communicate with the Landlord.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I accept that there is unpaid rent for June 2019, but as the Landlord has already received a monetary Order for \$1,709.00 which represents the June 2019 rent and the previous filing fee, I dismiss these claims from this application and order the Landlord to rely on the previous monetary Order to recover the June 2019 rent and previous filing fee.

The Act says when leaving the rental unit at the end of a tenancy:  
Section 37 says:

(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

**(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**  
**(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.**

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

Firstly, I accept that both parties agree the rental unit was left in poor condition and the Tenants did not meet their responsibilities under the Act. With regards to the repair invoice, I accept the Landlord's request to withdraw the material costs from the invoice in the amount of \$626.00. Further, I accept the Landlord's explanation of the balance of the invoice for labour and other repairs. I award the Landlord \$1,754.55 less \$626.00 equals \$1,128.55 for repair costs.

Further I accept the Landlords testimony and evidence including paid invoices, the condition inspection reports and photographic evidence that support of the following claims of the Landlord:

1. Rent late fee (June 2019)	\$ 25.00	
2. Cleaning the unit	\$ 945.00	
3. Cleaning blinds	\$ 166.25	
4. Carpet cleaning	\$ 262.50	
5. Replace keys and fobs	\$ 160.00	
Subtotal		<u>\$1,558.75</u>
Plus the repair invoices		<u>\$1,128.55</u>
Total owing		<u>\$ 2,687.30</u>

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security, key and pet deposits in partial payment of the damages. The Landlord will receive a monetary order for the balance owing as following:

1. Rent late fee	\$ 25.00	
2. Cleaning the unit	\$ 945.00	
3. Cleaning blinds	\$ 166.25	
4. Carpet cleaning	\$ 262.50	
5. Replace keys and fobs	\$ 160.00	
Subtotal		<u>\$1,558.75</u>
Plus the repair invoices		<u>\$1,128.55</u>
Total owing		<u>\$ 2,687.30</u>
Less: Security Deposit	\$ 755.00	
Pet Deposit	\$ 785.00	
Fob and Key Deposit	\$ 150.00	
Subtotal:		<u>\$ 1,690.00</u>
Balance Owing		<u>\$ 997.30</u>

Conclusion

A Monetary Order in the amount of \$997.30 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: October 16, 2019

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Residential Tenancy Branch