



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL MNDCL-S MNDL-S MNRL-S**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The parties attended. The hearing process was explained, and each party had an opportunity to ask questions. Each party had an opportunity to call witnesses, present testimony, call witnesses and ask questions.

No issues of service were raised. I find the landlord served the tenants in accordance with the *Act*.

While the landlord was providing testimony, the tenants yelled that they were not responsible for the damages and exited the hearing. The tenants did not provide testimony or rejoin the hearing. The hearing continued and concluded after 124 minutes.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided uncontradicted evidence as the tenants abruptly quit the hearing. The tenants submitted no documentary evidence.

The tenancy began on December 1, 2012 for monthly rent of \$1,650.00 payable on the first of the month. The tenants provided a security deposit of \$625.00 which the landlord holds.

The landlord testified that she received no notice that the tenants intended to vacate. She drove by the unit, a log house on 11 acres outside the urban area, on April 3, 2019 and saw it was vacant. The tenants did not pay rent for April 2019. The landlord requested compensation for rent for the months of April and May 2019.

The landlord testified that the home was completely renovated shortly before the tenants moved in with new appliances throughout, new doors and new fixtures. The exterior was orderly, clean, aesthetic and well landscaped.

In her testimony, the landlord stated that she was mindful throughout the repairs to attempt to keep costs down. Accordingly, she did a lot of the cleaning and repairs herself and did not request compensation for her time.

The landlord had several headings of claims for compensation, each of which are addressed in turn.

Interior damage and cleaning

The landlord testified that the tenants “trashed the house”. She stated it was filthy, filled with discarded items and furniture, damaged and cluttered with waste and refuse. The landlord submitted many photographs in support of each aspect of this claim.

The landlord testified that she worked 6 days a week for more than 6 weeks cleaning, repairing and organizing the unit. The work is not completed and the unit has not been subsequently rented.

The landlord stated that an elderly person appeared to have been living in the unit and smeared feces on walls. The bathroom and living accommodations were filthy. The unit contained a wood stove which required two replacement parts for which the landlord submitted receipts.

The fridge, uncleaned and containing food, had a damaged shelf which the landlord replaced; she submitted a copy of the receipt.

One of the toilets appeared never to have been cleaned and was so grimy it could not be salvaged. Accordingly, the landlord replaced the toilet and submitted the receipt.

The washer and dryer did not work. The landlord attempted a repair and submitted a receipt for the part. The repairs did not work, and the landlord replaced the washer and dryer with used appliances for which she submitted a receipt.

The landlord hired cleaner s and paid for cleaning products. The landlord submitted receipts.

The landlord testified that five doors required to be replaced from damage, severe staining and destruction. The landlord submitted a copy of the receipt for the five doors.

Under this heading, the landlord specified her claimed damages as follows:

ITEM	AMOUNT
Wood stove part	253.59
Wood stove bricks	60.38
Circuit board for stove	153.99
Fed ex delivery	36.36
Fed ex delivery	36.06
Fridge part	44.80
toilet and hardware	199.04
Replacement washer and dryer with used ones	504.00
Dryer part	67.20
Cleaners	269.75

Replacement of five doors	725.03
Cleaning products	81.56
TOTAL	\$2,431.76

Exterior of house

The landlord testified the tenants destroyed the grass, there was “2 feet of manure everywhere” and “dog manure covered the ground from 3 dogs” Most seriously, the tenants discarded the plastic from large round hay bales which lay here and there in mounds on the ground, mixed with twine, dirt, debris and rocks. The landlord was required to hire a small excavator to lift the plastic out of the ground. The plastic and other debris was then collected in rented bins and taken by her truck, or a trucking service, to the dump.

The area surrounding the house was littered with all manner of discarded equipment, garbage, tires and even a used car. The landlord submitted many photographs in support of her testimony.

The landlord testified she incurred the following expenses to clear the damage and debris left in yard for which she submitted receipts..

ITEM	AMOUNT
Excavator	1750.87
Garbage removal (truck and removal)	315.00
Waste bins rental and fees	529.59
Garbage removal (truck and removal)	315.00
Labour of three persons	220.00
TOTAL	\$3,130.46

Fencing

The landlord testified that new fencing for 5 acres surrounding the house was built in 2008. The entire existing fences had to be removed from contact with the tenants' horses which destroyed many of the rails. The tenant also incorrectly installed fencing which had to be removed.

The tenant did much of the work herself wherever possible in order to mitigate

damages. She did not claim compensation for her time, but only the tools needed. As a result, the tenant incurred the following expenses for which she submitted receipts.

ITEM	AMOUNT
Fence removal - tools	117.56
Fence removal - tools	68.29
TOTAL	\$185.85

Septic System

The landlord testified the septic system was replaced in 2017. During the tenancy, the tenants damaged the septic system, probably by running heavy equipment over it, requiring repairs as follows:

ITEM	AMOUNT
Septic reservoir covers	57.72
Septic reservoir covers	313.63
Extension tool	23.51
TOTAL	\$394.86

Fuel

The landlord submitted several receipts in excess of \$300.00 for use of her truck in hauling away garbage and repairing the unit. She requested reimbursement of half of this, being \$150.00.

Filing fee and security deposit

The landlord requested reimbursement of the filing fee and authorization to apply the security deposit to the award.

Summary of the landlord's claims:

ITEM	AMOUNT
Outstanding rent April 2019	\$1,650.00
Outstanding rent May 2019	\$1,650.00
Interior repairs and cleaning	\$2,431.76
Exterior repairs and cleaning	\$3,130.46

Fencing	\$185.85
Septic system	\$394.86
Fuel	\$150.00
Filing fee	\$100.00
TOTAL CLAIMED	\$9,692.93

Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the Act, regulations or a tenancy agreement.

Section 7(1) of the Act provided that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

The claimant must prove the existence of the damage or loss. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.

Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Under section 37(2) of the *Act*, the tenant must leave a rental unit *reasonably clean*.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award

In assessing the landlord's claims, I gave considerable weight to the landlord's testimony. The landlord was well prepared and organized for the hearing. She was a credible witness who clearly described the shocking conditions at the end of the tenancy. The landlord also submitted almost 200 photographs in support of her claims which added compelling evidence to her testimony. She provided receipts and other documentary evidence in support of each aspect of her claim. Based upon the version of events recounted by the landlord, which I believe, I find the landlord's request for compensation to be conservative and restrained. The landlord's presentation was meticulous and convincing. The damage done by the tenants was outrageous and appalling.

I accept the landlord's testimony that the tenants did not provide any notice as required and did not pay rent for April and May 2019. I find the landlord is therefore entitled to two months' rent as claimed.

I accept all the remaining claims by the landlord. I find the landlord has met the burden of proof on a balance of probabilities with respect to each claim. The landlord provided believable testimony supported by dramatic pictures and supporting receipts and documentation.

I accordingly grant an award to the landlord as follows:

ITEM	AMOUNT
Outstanding rent April 2019	\$1,650.00
Outstanding rent May 2019	\$1,650.00
Interior repairs and cleaning	\$2,431.76
Exterior repairs and cleaning	\$3,130.46
Fencing	\$185.85
Septic system	\$394.86
Fuel	\$150.00
Filing fee	\$100.00
TOTAL CLAIMED	\$9,692.93

I authorize the landlord to apply the security deposit to the monetary award as follows:

ITEM	AMOUNT
Monetary award, above	\$9,692.93
(less security deposit)	(\$625.00)

TOTAL Monetary Order	\$9,067.93
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Conclusion

The landlord is granted a monetary order in the amount of **\$9,067.93**.

This order must be served on the tenants. If the tenants fail to comply with this order the tenant may file the order in the British Columbia Supreme Court to 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: December 09, 2019

Residential Tenancy Branch