



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- a monetary order for money owed or compensation for damage,
- authority to retain; the tenants' security deposit; and
- recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenants did not attend.

The landlord testified that he served each tenant with his Application for Dispute Resolution and Notice of Hearing by registered mail on January 3, 2020. The landlord provided the copies of the Canada Post Customer Receipt containing the Tracking Numbers to confirm this mailing. The tracking numbers are also recorded on the style of cause page of this Decision. The landlord submitted additionally that the registered mail envelopes had been collected by the tenants, as shown by his documentary evidence.

Based upon the submissions of the landlord, I accept the tenants were served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The hearing process was explained to the landlord and he was given an opportunity to ask questions about the hearing process. Thereafter, the landlord was provided the opportunity to present his evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and loss of rent revenue and for other monetary compensation, and to recover the filing fee?

Background and Evidence

The written tenancy agreement and other evidence from the hearing shows that this 12-month, fixed term tenancy began on November 1, 2018, that monthly rent due under the tenancy agreement was \$2,800, and that the tenants paid a security deposit of \$1,400. The landlord confirmed that he has retained the tenants' security deposit, having made this application claiming against it.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning, dump runs, locks	\$1210.85
2. Cleaning air vents	\$236.25
3. Additional cleaning	\$251.04
4. Yard work	\$320
5. City utilities	\$272.61
6. Fortis BC	\$97.02
7. Fortis BC	\$67.64
8. Fortis BC	\$34.04
9. BC Hydro	\$96.56
10. BC Hydro	\$160.14
11. November rent	\$2,800
12. December rent	\$2,800
13. January rent, upper suite	\$2,000
TOTAL	\$10,346.15

In support of his application, the landlord provided the following testimony and references to this documentary and photographic evidence.

Cleaning, dump runs, locks; Cleaning air vents; Additional cleaning -

The landlord submitted that the tenants failed to pay the monthly rent at the beginning of November 2019, being late not for the first time, and he gave notice of entry to the tenants. When he entered the rental unit, there was an extreme amount of clutter, smells, and personal property left by the tenants.

The landlord submitted that the house was filthy after the tenants vacated.

The landlord submitted that his cleaner, RL, entered the rental unit, assessed the situation and determined another person and truck would be required, due to the amount of garbage left.

RL's written statement indicated that the entire house was dirty and extremely smelly. On the second day, RL noticed the toilet would not flush. RL found a bag in the toilet, which appeared to have blood inside. There was a label on the bag which stated "Ribs Bitch". The landlord said that the handwriting matched that of one of the tenants, as reflected on the written tenancy agreement.

The bag of blood turned out to be raw, bloody ribs. The toilet tank had to be drained and disinfected, according to RL.

In the second bathroom, raw ribs were found floating in the toilet tank, leaving a putrid smell, according to RL. That toilet needed cleaning and disinfecting.

On the third day, RL and the landlord discovered blood coming from the three upstairs bedrooms. At that time, they discovered rotting meat in the vents, which required a professional to flush the vents and duct system.

RL said she ultimately was unable to finish cleaning the house due to the extent of garbage, recycling and sabotage done by the tenants. At that point, she handed the keys to the landlord's new property manager to finish the cleaning.

RL also said the locks had to be re-keyed.

The landlord said that the carpets were filthy and had to be shampooed after the tenancy.

Yard work-

The landlord submitted that the tenants were responsible for the yard work during the tenancy, but that the neighbour offered to cut the grass. The tenants accepted the offer and agreed to pay, but did not.

City utilities; Fortis; BC Hydro-

The landlord submitted that the tenants were responsible for all utilities during the tenancy and that they failed to pay for them.

The landlord explained that he lived in the basement suite at the beginning of the tenancy, but moved out during it. Therefore, the utility accounts were still in the landlord's name.

November 2019 rent-

The landlord submitted that the tenants vacated sometime in November 2019, after receiving a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and failed to pay the monthly rent. The landlord seeks the unpaid rent for November 2019.

December 2019 rent-

The landlord submitted that the rental unit could not be re-rented for December 2019, due to the damages, personal property left by the tenants, and the need for sanitizing and renovations by the landlord. The landlord seeks loss of rent revenue for that month.

January 2020 rent-

The landlord submitted that he was able to rent the basement unit, and seeks loss of rent revenue for the upper suite due to the condition the tenants left the rental unit.

The landlord's additional relevant evidence included receipts for costs claimed, including building materials, the utility bills, RL's statement, photographs of the filthy

condition of the rental unit, the bloody, raw meat left by the tenants in the toilets and vents, and the damaged areas.

The photographs also showed the severed cable wires, holes in the walls, the garbage, used furniture and old mattresses left by the tenants.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party.

The claiming party, the landlord in this case, has the burden of proof to substantiate their claim on a balance of probabilities.

As to the costs claimed by the landlord associated with cleaning and damage repair, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged except for reasonable wear and tear.

Cleaning, dump runs, locks; Cleaning air vents; Additional cleaning -

I find the landlord submitted compelling and sufficient, unopposed evidence that the tenants damaged the rental unit and left a large amount of used furniture and garbage behind.

Apart from that damage, in reviewing the landlord's photographic evidence and undisputed testimony, I find the tenants' actions in leaving raw and bloody meat in the toilets and vents to be deliberate and egregious.

I find the costs of the cleaning, repair, dump runs, materials, vent and duct cleaning claimed by the landlord to be extremely reasonable under the circumstances as described.

I therefore find the landlord is entitled to a monetary award as claimed of \$1,210.85 for cleaning, dump runs and lock change, \$236.25 for vent and duct cleaning, and \$251.04 for additional cleaning.

Yard work-

I accept the undisputed evidence of the landlord that the tenants agreed to pay for the costs of lawn cutting, their obligation under the tenancy agreement, and did not.

I find the cost claimed by the landlord to be reasonable. I find the landlord is entitled to a monetary award of \$320.

Unpaid utilities – City utilities; Fortis BC; BC Hydro

I find the landlord submitted sufficient, unopposed evidence that the tenants were obligated to pay costs of the utilities for the rental unit during their tenancy and failed to do so.

I therefore find the landlord is entitled to a monetary award as claimed of city utilities of \$272.61, Fortis BC of \$198.70, and BC Hydro of \$256.70, for a total of \$728.01.

Unpaid rent, November 2019 -

I find the landlord submitted sufficient evidence that the tenants owed the monthly rent of \$2,800 due under the written tenancy agreement on November 1, 2019, and failed to do so.

I grant the landlord a monetary award of \$2,800.

Loss of rent revenue, December 2019, and for the upper suite for January -

I accept the landlord's compelling and undisputed oral, documentary and photographic evidence that the rental unit and the upper suite in the rental unit were not habitable until the end of January 2020 due to the condition it was in at the end of the tenancy.

I grant the landlord a monetary award of \$2,800 for December 2019 and \$2,000 for January 2020.

I grant the landlord recovery of his filing fee of \$100, due to his successful application and pursuant to section 72(1) of the Act.

Due to the above, I grant the landlord's application and find he is entitled to a total monetary award of \$10,446.15, comprised of cleaning, repair to damages, vent and duct cleaning, dump runs and lock re-keying for \$1,210.85, yard work for \$320, unpaid utilities for \$728.01, unpaid rent for November 2019 of \$2,800, loss of rent revenue for December 2019, for \$2,800, loss of rent revenue of \$2,000 for January 2020, and his filing fee of \$100 paid for this application.

At the landlord's request, I allow him to retain the tenants' security deposit of \$1,400 in partial satisfaction of his monetary award of \$10,446.15.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$9,046.15.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are subject to recovery from the tenants.

Conclusion

The landlord's application for monetary compensation is granted, he has been authorized to retain the tenants' security deposit of \$1,400 and he has been awarded a monetary order for the balance due, in the amount of \$9,046.15.

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: April 9, 2020

Residential Tenancy Branch