



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage Wolstencroft
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MND, MNSD, MNR, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, loss of income, for the cost of cleaning, repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by email on May 01, 2020. Under the order of the Director, dated March 18, 2020, a document could be served by email for the duration of the state of emergency due to the Pandemic. This order was in effect on May 01, 2020.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income, for the cost of cleaning, repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on January 20, 2017. The monthly rent at the end of tenancy was \$936.00, payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$450.00. The landlord submitted that the tenant failed to pay rent for June 2019 and was served with a notice to end tenancy for nonpayment of rent. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent for June or July 2019. The landlord made application for an order of possession and this matter was heard on July 19, 2019.

In a decision dated July 19, 2019, the landlord was granted an order of possession. The landlord stated that when she visited the rental unit to serve the order, on July 23, 2019, she found that the tenant had moved out. The tenant had left behind only one of the two sets of keys that she had been provided with. The landlord stated that the apartment was left in a dirty condition with garbage strewn everywhere. The apartment was also vandalized. Doors were ripped out and broken, there were holes in the walls, the toilet was broken, and a soup bowl was later found inside the toilet plumbing, light bulbs were missing, and the smoke detector was broken.

The landlord returned to the rental unit on July 24, 2019 and carried out a move out inspection. A copy of the report was filed into evidence. The landlord took photographs of the damage and filed copies into evidence. The landlord stated that she was unable to re rent the unit until the restoration work was complete and therefore suffered a loss of income for August 2019.

The landlord filed photographs, the move out inspection report and invoices to support her monetary claim.

The landlord is claiming the following:

1.	Keyhole Locksmith	\$ 136.29
2.	Garbage Removal	\$ 250.00
3.	Cleaning	\$ 315.00
4.	Repair of wall damage	\$750.00
5.	Repair of damage	\$ 1,364.03
6.	Toilet repair	\$ 366.45
7.	Missed appliance installation call	\$178.50
8.	Unpaid rent	\$2,808.00
9.	Filing fee	\$100.00
	Total	\$6,268.27

Analysis

Based on the undisputed testimony of the landlord and the photographs, move out inspection report and invoices filed into evidence, I find that the landlord has proven her monetary claim for cleaning, garbage removal, toilet repair, repair of walls and other repair of other damage.

The tenant also returned only one set of keys and therefore the landlord was forced to use a locksmith's services. I find that the landlord is entitled to the cost she incurred to rekey the locks.

The landlord stated that the tenant had set up an appointment to install a dryer but was not available when the technician arrived. The technician billed the landlord for the visit. I find that the tenant is responsible for this bill.

The tenant owed rent for June and July 2019 and moved out sometime between July 19 to July 23 without informing the landlord. *Residential Tenancy Policy Guideline #3* states even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. Based on the documents filed into evidence and the testimony of the landlord, I find that the tenant moved out without notice to the landlord and left the unit in a condition that required considerable cleaning and repair before it could be re-rented. I find that the landlord is entitled to her claim for loss of income for August 2019.

Since the landlord has proven her claim, she is also entitled to the filing fee.

Overall the landlord has established a claim of \$6,268.27. I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$5,818.27. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for the amount of **\$5,818.27**.

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: July 24, 2020