



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNRL, MNDL, MNDCL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on July 20, 2020 by way of conference call concerning an application made by the landlord seeking the following relief:

- A monetary order for unpaid rent or utilities;
- A monetary order for damage to the rental unit;
- A monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and
- To recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on March 23, 2020 and has provided copies of receipts bearing that date. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for damage to the rental unit or property?

- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord testified that this fixed-term tenancy began on June 1, 2019 and was to expire on March 31, 2020, however the tenant abandoned the rental unit during the first week of October, 2019. Rent in the amount of \$500.00 per month was payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$250.00, which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a small single family dwelling and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that the tenant did not pay full rent for September, 2019 leaving a balance outstanding of \$20.00. The tenant didn't pay any rent for October, 2019 and vacated the rental unit without notice to the landlord. The rental unit was left in total disarray and has not been fit to re-rent. The landlord has provided photographs of the mess left by the tenant, including personal belongings, and the tenant's cat. The mattress and other items belonging to tenant were left in the rental unit, some with cat feces.

The landlord claims unpaid rent of \$20.00 for September, as well as full rent for the months of October, November and December, 2019 as well as January, February and March, 2020 which is the end of the fixed term. The rental unit has not yet been advertised.

The landlord also claims the following damages:

- \$52.63 for replacing a locking door knob on the building because the tenant had the only key. A previous tenant lost her key and the landlord had a spare, which was given to this tenant. The landlord's key wouldn't open the door. A copy of the receipt has been provided for this hearing.
- \$347.05 for 5 gallons of paint at \$69.41 each due to the urine smell from the tenant's cat. The rental unit was last painted within 2 months before this tenancy. No receipts have been provided.
- \$300.00 for 15 hours of the landlord's labor at \$20.00 per hour for cleaning. The landlord has also completed another 55 hours cleaning since the application was made.
- \$24.02 for the cost of providing photographs for this hearing. A receipt dated 02/06/2020 has been provided for this hearing.

- \$143.77 for the cost of placing a legal notice in paper for abandonment of personal belongings and the tenant's cat. Copies of the legal notice and receipt have been provided for this hearing.
- \$25.00 for each of 3 trips to the landfill.
- \$300.00 to replace the fridge with a used one. The fridge in the rental unit was destroyed due to food left in it and no power. The tenant did not notify the landlord that power had been disconnected. No receipt for the replacement fridge has been provided for this hearing.
- \$47.33 for cleaning supplies, for which a receipt has been provided for this hearing, dated November 11, 2019.
- \$50.33 for more industrial type of cleaning supplies, and a receipt dated November 24, 2019 is also provided.

The landlord had the power re-connected on or about November 6, 2019. The power company advised the landlord that power was disconnected on September 30, 2019.

The landlord also seeks to keep the security deposit and testified that it was applied for in the Application for Dispute Resolution, but the Residential Tenancy Branch system does not indicate that application.

Analysis

Firstly, with respect to the landlord's claim for unpaid rent, I accept the undisputed testimony of the landlord that the tenant owed \$20.00 for the month of September and paid no rent for the month of October, 2019, and vacated the rental unit during the first week of October. Therefore, I am satisfied that the landlord has established a claim of **\$520.00**.

In order to be successful in a claim for damage or loss, the onus is on the claiming party to satisfy the 4-part test:

- That the damage or loss exists;
- That the damage or loss exists as a result of the other party's failure to comply with the *Residential Tenancy Act* or the tenancy agreement;
- The amount of such damage or loss; and
- What efforts the claiming party made to mitigate any damage or loss suffered.

I have reviewed the evidentiary material of the landlord and find that the landlord was definitely left with a large mess to clean up after the tenant vacated the rental unit. However, I am not satisfied that the landlord has established that it should take more than 5 months between the date the tenancy ended and the end of the fixed term. I am satisfied, however that the landlord could not have re-rented for 2 months considering

the state left by the tenant, and I am not satisfied that the landlord has established mitigation beyond that. I grant a monetary order in favour of the landlord of **\$1,000.00** for loss of rental revenue.

I accept the landlord's testimony that the tenant did not return the key, and the landlord has established the **\$52.63** claim.

A landlord is required to ensure that move-in and move-out condition inspection reports are completed in accordance with the regulations, and no reports are provided for this hearing. The landlord has not provided receipts for painting, nor am I satisfied that the rental unit didn't require painting at the beginning of the tenancy. Therefore, I dismiss the landlord's claim of \$69.41 for each of 5 gallons of paint.

Considering the photographs provided as evidence by the landlord, I accept the landlord's claim of **\$300.00** for 15 hours of labor to clean, and given the amount of debris left behind by the tenant, I accept the nominal claim of the landlord of **\$75.00** for 3 trips to the landfill.

The *Residential Tenancy Act* does not permit the cost of developing or producing evidence, and therefore the landlord's claim of the cost of photographs is dismissed.

I also accept the landlord's claim of **\$143.77** for the legal notice in the newspaper.

There are no receipts for the fridge replacement, and therefore the landlord has not established element 3 in the test for damages. However, I am satisfied that the landlord has established the **\$47.33 and \$50.33** claims for cleaning supplies.

The landlord has not, although perhaps intended to apply to keep the security deposit, however because it is not contained in the Application for Dispute Resolution, I cannot make the order, and I make no findings of fact or law with respect to it.

In summary, I find that the landlord has established the following claims:

- **\$520.00** for unpaid rent;
- **\$1,000.00** for loss of rental revenue;
- **\$52.63** for replacing the lock;
- **\$300.00** for cleaning;
- **75.00** for 3 trips to the landfill;
- **\$143.77** for the cost of the legal notice; and
- **\$97.66** for cleaning supplies.

Since the landlord has been partially successful with the application the landlord is also entitled to recovery of the **\$100.00** filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$2,289.06**.

This order is final and binding and may be enforced.

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

Residential Tenancy Branch