



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on December 7, 2020. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing. The Tenant did not attend the hearing. The Landlord stated that she sent the Tenant a copy of the Notice of Hearing and evidence by registered mail on October 2, 2020. The Landlord stated she sent this to the address the Tenant provided when he vacated the unit. The Landlord provided proof of mailing. Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on October 7, 2020, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent, for damage to the unit and for damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified that monthly rent was set at \$960.00 per month, and was due on the first of the month. This amount included utilities, except for electricity. The Landlord stated that the Tenant moved in around May 1, 2020. The Landlord stated that the Tenant paid rent for May, June, and July but stopped paying rent in August 2020. The Landlord confirmed that she holds a security deposit in the amount of \$425.00.

As such, the Landlord stated she issued a 10-day notice to end tenancy on September 4, 2020, as no rent had been paid for August of September 2020. The Landlord stated that the Tenant did not make any rent payments, and eventually he abandoned the rental unit sometime in mid-September (around September 10, 2020). The Landlord stated that she and the Tenant agreed to do the move-out inspection on September 15, 2020, but the Tenant did not show up. A copy of the condition inspection report was provided into evidence.

The Landlord stated that the Tenant left behind a lot of garbage, used/destroyed belongings, as well as damage to the unit. The Landlord provided many photos of the damage/debris, and also receipts for the items claimed.

The Landlord is seeking the following:

- 1) \$10.98 – Missing toilet seat

The Landlord explained that the toilet seat was missing when the Tenant moved out, which cost the above noted amount to replace. A receipt for this item was uploaded.

- 2) \$18.97 – Damaged Shower curtain

The Landlord explained that the Tenant was given a brand new shower curtain a mere months ago (in May 2020), and when he abandoned the unit, there were rips, holes, and stains all over the curtain. The Landlord provided a receipt for this item.

- 3) \$35.96 – Doorknob replacement

The Landlord stated that the Tenant vacated the unit without returning the keys to the entry way. As a result, the Landlord stated she had to replace the doorknob at the above noted cost in order to secure the building. A receipt for this item was provided.

- 4) \$67.32 – Cleaning Supplies
- 5) \$11.55 – Dumping Fee
- 6) \$9.53 – Cleaning supplies
- 7) \$437.50 – Cleaning labour 17 hours @\$25.00/hr

The Landlord explained, and provided photos to show, that the Tenant left behind a truckload of garbage, furniture, and debris. The Landlord also stated that all surfaces were heavily soiled. The Landlord stated that it took her, personally, 17 hours to clean up, and dispose of all the debris at the dump. The Landlord stated she used some cleaning products, as above. The Landlord provided copies of receipts for the above noted items, plus photos showing the state of disrepair and debris.

- 8) \$1,920.00 – August and September rent

The Landlord stated that the Tenant did not pay any rent for August or September 2020, and he did not vacate the rental unit until mid-September. The Landlord stated she was unable to re-rent the unit for September due to the abrupt departure and the fact it was so filthy.

Analysis

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on all of the above, the evidence (move out inspection, photos, and invoices) and the undisputed testimony provided at the hearing, I find the Landlord has sufficiently demonstrated that the Tenant is responsible for all of the items listed on her worksheet, and as laid out above. I award the Landlord the full amount of her claim. I find the Tenant left behind an extraordinary mess, which would have taken many hours to clean up. I find the Landlord's costs for cleaning supplies, and the time spent is reasonable, given the state of the rental unit. I also accept that the Tenant failed to return the keys, which would warrant a new doorknob, plus the Tenant removed the toilet seat and damaged the shower curtain. I find the evidence sufficiently demonstrates that the Tenant is liable for all of the claimed items numbered 1-8 above, including unpaid rent.

I award the Landlord \$2,511.81.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Further, I authorize the Landlord to retain the security deposit to offset what she is owed.

In summary, I find the Landlord is entitled to the following monetary order:

| Item | Amount |
|--------------------------------|-------------------|
| Total for above items | \$2,511.81 |
| PLUS: Filing Fee | \$100.00 |
| Subtotal: | \$2,611.81 |
| LESS: Security and Pet Deposit | \$425.00 |
| Total Amount | \$2,186.81 |

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,186.81**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and 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 07, 2020

Residential Tenancy Branch