



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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 May 11, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent, for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

One of the Landlord's attended the hearing. The Tenants did not attend the hearing. The Landlord stated that she personally witnessed her husband give each of the Tenants a copy of the Notice of Hearing and evidence on January 11, 2021. A proof of service document was uploaded. I find the Tenants were sufficiently served with all documents the same day they were personally delivered, January 11, 2021.

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, or for damage or loss under the Act?

- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenants' security deposit of \$1,100.00 and a pet deposit of \$500.00. The Landlord stated that the Tenants moved in around November 15, 2019, and moved out on August 31, 2020. The Landlord stated that a move-in inspection and report was completed. However, no report was provided into evidence. No move-out inspection was completed, as the Tenants abandoned the unit without proper notice. The Landlord stated that the Tenants left behind a very large amount of garbage, debris, and furniture when they abandoned the unit on August 31, 2020.

The Landlord is seeking the following items, as per their application, and monetary worksheet:

- 1) \$10,000.00 – unpaid rent

The Landlord provided a spreadsheet into evidence which clearly lays out the details of the Tenants' rent payments over the past year, including what is owed, and what payments were made. The Landlord explained that the Tenants have a history of late and missed payments. Despite this, the Tenants were able to repay all outstanding rent, as of March 1, 2020, but following this, the Tenants ran into serious financial troubles and only paid \$1,000.00 between March and August 2020. The Landlord stated that between March and August, the Tenants accumulated and accrued \$10,000.00 of unpaid rent.

- 2) \$785.40 - Waste Removal
- 3) \$95.34 – Cleaning Supplies

The Landlord provided many photos taken the day the Tenants vacated the unit, on August 31, 2020, to show they left lots of furniture, garbage, debris, and clothing. The Landlord stated that they had a garbage bin delivered to the house, to dispose of the items left behind. The Landlord stated that they filled 3 garbage bins, and the invoice they provided shows the costs associated with these 3 loads, in the early part of September 2020.

The Landlord also stated that they went and bought some cleaning supplies to clean up the rental unit, since the Tenants failed to do any cleaning before leaving. The Landlord provided a copy of a receipt for the cleaning supplies required to remediate the rental unit after the Tenants left.

4) \$475.75 – Bathroom Vanity

The Landlord pointed to the photograph in evidence to show that when the Tenants moved out, they left a note in the sink, stating that the sink was broken. The Landlord stated that it appears the pipe in the bathroom vanity cupboard had leaked, over a long period of time, and the cabinet was heavily damaged. The Landlord opined that this leak likely occurred while the Tenants were living there, and they could have, and should have, taken steps to notify the Landlord of the leak, so that it could be mitigated.

The Landlord provided a copy of an invoice, showing the amount they paid to buy a replacement vanity sink/cabinet. The Landlord stated that the previous vanity was “at least” a decade old. The photos show a dated vanity, likely at least a couple decades old.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenants failed to pay \$10,000.00 in accrued rent, as laid out in the detailed worksheet provided into evidence. I award this amount, in full.

With respect to items #2 and 3, I find there is sufficient evidence that the Tenants left behind a significant mess, many personal items, and failed to clean the rental unit to a reasonable standard prior to vacating. I find the Landlord's costs for these items are reasonable, and supported by invoices. As the Tenants failed to leave the rental unit empty, and reasonably clean, I award both these items, in full.

With respect to item #4, I note the Landlord states that the vanity started to leak when the Tenants were living there, and that they should have done more to communicate the

issues to them, when it was happening. I note the Landlord has also provided a receipt to show what the replacement cost of the vanity was. However, I do not find it sufficiently clear what exactly was broken on the sink, or the plumbing, such that the entire vanity would need to be replaced, rather than repaired. Furthermore, I note vanity appears to be at least two decades old, based on the style and wear shown. The Landlord was uncertain of its age. *Residential Policy Guideline #40 - Useful Life of Building Elements* suggests that the useful life expectancy of a cabinet or vanity is around 25 years, after which point, it may likely need replacing under normal use. In this case, without further evidence demonstrating how old the unit was, I am not satisfied it had any useful life left in it, when it broke. I decline to award any amount for this item.

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 Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security and pet deposit to offset the other money owed.

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

Item	Amount
Rent	\$10,000.00
Garbage disposal	\$785.40
Cleaning supplies	\$95.34
PLUS: Filing Fee	\$100.00
Subtotal:	\$10,980.74
LESS: Security and pet Deposit	\$1,600.00
Total Amount	\$9,380.74

Conclusion

The Landlord is granted a monetary order in the amount of **\$9,380.74**, as specified above. This order must be served on the Tenants. If the Tenants fail 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: May 11, 2021