



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNSD MNR 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 17, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The Landlord attended the hearing. However, the Tenants did not. The Landlord testified that he personally served the Tenants each with their own package containing the Notice of Hearing and all evidence on January 16, 2021. The Landlord stated he attended the Tenants' new residence to personally serve them, once he found out where they had moved to, following their abandonment of this rental unit. I find the Landlord sufficiently served both Tenants with the Notice of Hearing and evidence in person, on January 16, 2021, which is the day he gave it to them in person.

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 damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

### Background and Evidence

The Landlord stated that the Tenants moved in around August 1, 2020. Monthly rent was set at \$2,650.00 and was due on the first of the month. The Landlord still holds a security deposit of \$1,325.00. The Landlord provide a copy of the move-in inspection. However, a move-out inspection was not completed because the Tenants moved out and abandoned the rental unit, without notice, in the middle of the night on December 31, 2020. The Landlord provided photos of the rental unit at the end of the tenancy.

As per the Monetary Order Worksheet, there were 5 items in total, as follows:

#### 1) \$2,650.00 – December 2020 Rent

The Landlord stated that the Tenants failed to pay any rent for December 2020, despite the fact that they lived there for the entire month, before abandoning the unit on December 31, 2020.

#### 2) \$1,325.00 – Cleaning and Trash Removal

The Landlord stated that he does not have any receipts or exact amounts for the trash removal, but he stated he paid for a company to come and clear out the items left behind by the Tenants. The Landlord pointed to the photos taken at the end of the tenancy, and explained that the Tenants did no cleaning before they left, and left behind a lot of damage and debris. More specifically, the Landlord stated that the Tenants left broken pieces of pencils in the toilet, feces in the washroom, dirty sinks, stained carpets, rocks in the garburetor, cigarette butts all over the floors, and the deck. The Landlord stated that it took him 25 hours over the course of 3 days to clean up the rental unit at the end of the tenancy.

For this item, the Landlord was seeking to be compensated for his time spent cleaning, at a reasonable rate.

3) \$43.65 – Wall paint

The Landlord stated that the Tenants mounted a large TV rack on the wall, and when they left, they ripped it off the wall, leaving large holes which needed patching, and subsequent painting. The Landlord stated they are only seeking the cost of the paint for this one part of the rental unit, where there were large holes in the wall. A receipt was provided into evidence for this item.

4) \$66.43 – Carpet Cleaner

The Landlord explained that the Tenants left without cleaning the carpets, and although the carpets were clean at the start of the tenancy, they were full of stains and cigarette butts at the end of the tenancy. The Landlord provided a copy of the receipt for this item, and stated they is what it cost to rent a carpet cleaner to removed some of the stains and smells left behind by the Tenants. The Landlord stated that the Tenants were not supposed to be smoking in the rental unit, but did so anyways.

5) \$100.00 – Filing Fee

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 caused damage to the rental unit, and failed to clean up before they left, as itemized above. It appears the Tenants left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the multitude of issues left behind.

With respect to the unpaid rent, I accept the undisputed testimony that the Tenants failed to pay December rent, in the amount of \$2,650.00. I award this amount in full.

With respect to the Landlord's request for compensation for cleaning and trash removal, I note the Landlord provided no receipts or breakdown as to what expenses were incurred to remove the trash left behind. I have reviewed the photos provided, and I accept the Landlord's explanation as to the damage and deficiencies left behind. I find the Tenants failed to return the rental unit in a reasonably clean manner, and ought to

be responsible for the costs (time) the Landlord incurred to restore the space. I accept that the Landlord spent around 25 hours, over 3 days clearing out garbage, cleaning carpets, cleaning toilets, bathrooms, and kitchens. I find the Landlord's time estimates are reasonable given the number of issues. I find a reasonable hourly rate for the Landlord's cleaning labour is \$25.00 per hour. With respect to item #2 above, I only award 25 hours at \$25.00/hr, totalling \$625.00.

With respect to item #3, I find the Tenants are liable for the costs to repaint and repair the wall where they mounted a large TV. I note the Landlord is only seeking costs for a small amount of paint, and a receipt was provided. I award this item, in full, \$43.65.

With respect to item #4, I also find the Tenants are liable for this item, as they moved out and failed to sufficiently clean the carpets before they left. There were stains, and cigarette smells (despite smoking being prohibited). I award the Landlord's costs on this item, \$66.43.

Further, 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 his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenants. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Total of items listed above	\$3,385.08
Filing fee	\$100.00
Less: Security Deposit currently held by Landlord	(\$1,325.00)
<b>TOTAL:</b>	<b>\$2,160.08</b>

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,160.08**, 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 17, 2021

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Residential Tenancy Branch