



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order for \$11,466.28 unpaid rent or utilities, for authorization to retain all or part of the tenants' security deposit and pet damage deposit, for money owed or compensation for damage or loss under the Act, and to recover the cost of the filing fee.

An agent for the landlord, TV (agent) attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated August 11, 2021 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence (Package) were served on the tenants by registered mail on August 13, 2021. Two registered mail tracking numbers were submitted in evidence and the tracking numbers have been referenced on the style of cause for ease of reference and has been identified as 1 for tenant, CE and 2 for tenant, SE. According to the online registered mail tracking website the Package for tenant CE was signed for and accepted on August 20, 2021, while the Package for tenant, SE was marked as "unclaimed" and was returned to the sender. Based on the undisputed evidence before me, I find the tenants were sufficiently served under the Act as follows. Section 90 of the Act deems that documents served by registered mail are deemed served 5 days after they are mailed so I find tenant SE was deemed served with the Package as of August 18, 2021 and that tenant CE, was served as of August 20, 2021, the day they signed for and accepted the Package. Given the above, and pursuant to Residential Tenancy

Branch (RTB) Rules of Procedure (Rules) 7.1 and 7.3, which deal with consequences for not attending a dispute resolution hearing, I find this application to be unopposed by the tenants as the tenants were served and did not attend the hearing.

Preliminary and Procedural Matters

The agent was informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The agent was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the agent was informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The agent did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, the agent confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. As the agent did not have an email address for the tenants, the decision will be sent by regular mail to the tenants.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damages deposits (combined deposits) under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on June 1, 2020 and scheduled to end and required vacant possession due to "Landlord's Use of Property" as of May 31, 2022. The tenants' monthly rent was \$3,600.00 per month and was due on the first day of each month. The tenants paid a security deposit of \$1,800.00 and a pet damage deposit of \$1,800.00 (\$3,600.00 in combined deposits) at the start of the tenancy, which the landlord continues to hold.

The landlord is seeking \$11,466.28 as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. June 2021 rent	\$3,600.00
2. Covid repayment plan balance owing	\$720.00
3. Unpaid water bills	\$3,018.33
4. Yardwork	\$732.90
5. Carpet cleaning	\$420.00
6. Rubbish removal	\$1,765.05
7. House cleaning	\$1,110.00
8. Filing fee	\$100.00
TOTAL	\$11,466.28

Regarding item 1, the agent stated that the tenants abandoned the rental property without providing any written notice before leaving. The agent stated that they determined the tenants abandoned the rental unit at end of June 2021 without paying June 2021 rent. The landlord is seeking \$3,600.00 for unpaid June 2021 rent as a result.

Regarding item 2, the agent stated that the tenants had a Covid Repayment Plan (Repayment Plan) and continue to owe \$720.00 from rent arrears based on that Repayment Plan.

Regarding item 3, the agent stated that the tenancy agreement did not include water in the monthly rent, which the tenancy agreement supports. As a result, the agent presented a total amount owing of unpaid water utilities for the rental unit in the amount of \$3,018.33 for the time period that the tenants were residing in the rental unit.

Regarding item 4, the agent stated that the tenants left the rental property in a condition that would not be considered reasonably clean, so the agent paid a landscaping company \$732.90. The invoice from the landscaping company was submitted in evidence and is dated July 15, 2021, and indicates the following work was completed:

- Clean up of the areas discussed including pruning of plants hanging out into
- lawn and planet in front bed.
- Cleaning of the beds to remove any weeds and other debris
- Mowing
- Leaf blowing of the driveway, walkways and patios
- Removal and disposal of the green waste from the site

The invoice from the landscaping company includes taxes.

Regarding item 5, the landlord has claimed \$420.00 to clean the rental unit carpets. The agent stated that tenants stained the carpets and were not only dirty but appeared not to have been cleaned at all before the tenants abandoned the rental unit. A carpet cleaning invoice was submitted in the amount of \$420.00 dated July 22, 2021, and includes taxes. The agent stated that the carpets had a strong urine odour which required enhanced cleaning.

Regarding item 6, the landlord has claimed \$1,765.05 for rubbish removal and submitted an invoice from a construction company in the amount of \$1,765.05 including taxes which state the following:

- Took large load of garbage to dump 5 hours x \$55.00/hr. and dump fee
- Took 5 trailers full of garbage, beds, and furniture to dump. 20 hours x \$55.00/hr. and dump free plus GST

The agent stated that the tenants left beds, lots of garbage and furniture behind, all of which had no value and was just junk.

Regarding item 7, the landlord has claimed \$1,110.00 for cleaning costs and submitted a cleaning invoice from a house cleaner. The invoice indicates that it took a total of 37 hours to clean the rental property, which is \$30.00 per hour for cleaning costs.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenants was served and deemed served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$11,466.28**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's application is successful. I have considered the undisputed testimony of the agent and that the application was unopposed by the tenants. The landlord continues to hold the tenants' combined deposits of \$3,600.00, which have not accrued any interest to date.

I find the tenants breached section 26 of the Act by failing to pay \$3,600.00 for June 2021 rent on June 1, 2021. I also find the tenants breached section 37(2)(a) of the Act, which applies and states:

Leaving the rental unit at the end of a tenancy

37(2) When a tenant vacates a rental unit, the tenant must

- (a) **leave the rental unit reasonably clean**, and undamaged except for reasonable wear and tear, and
[emphasis added]

I find the tenants failed to clean the carpet, clean the rental unit, clean the yard, and remove rubbish, old beds and old furniture which I find to be worthless before vacating the rental unit.

I also find the tenant breach the tenancy agreement by failing to pay the water bill, which I find tenants were liable for under the terms of the tenancy agreement as the monthly rent did not include water utilities.

Therefore, I authorize the landlord to retain the tenants' full combined deposits of \$3,600.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the balance owing of **\$7,866.28**.

Conclusion

The landlord's application is fully successful.

The landlord has been authorized to retain the tenants' full combined deposits of \$3,600.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the Act, for the balance owing by the

tenants to the landlord in the amount of \$7,866.28. The landlord must serve the tenants with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to the landlord and sent by regular mail to the tenants.

The monetary order will be emailed to the landlord only for service on the tenants.

The tenants can be held liable for all costs related to enforcing the monetary order.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 16, 2022

Residential Tenancy Branch