



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRINCE GEORGE & DISTRICT ELIZABETH FRY HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, MNDL-S, MNDCL-S, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for unpaid rent and authorization to withhold a security deposit pursuant to sections 67 and 38;
- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38;
- An order to be compensated for a monetary loss or other money owed and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 1:50 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing, represented by CP (“landlord”). The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that she served the tenant with the Notice of Dispute Resolution Proceedings package at the tenant’s forwarding address via registered mail on June 3, 2022. The tracking number for the mailing is recorded on the cover page of this decision. The tenant is deemed served with the Notice of Dispute Resolution Proceedings package on June 8, 2023, the fifth day after being sent by registered mail in accordance with sections 89 and 90 of the Act.

This hearing proceeded in the absence of the tenant in accordance with Rule 7.3 of the Residential Tenancy Branch Rules of procedure.

Preliminary Issue

The landlord's agent, the property manager attending on behalf of the landlord for this hearing, commenced this application using her own name in place of the landlord whereas the tenancy agreement indicates the tenancy began with a society. I have amended the landlord's application and the landlord's name on the cover page of this decision to reflect the society as shown on the tenancy agreement in accordance with section 64(3) of the Act.

Issue(s) to be Decided

Is the landlord entitled to the compensation sought?
Can the landlord retain the tenant's security deposit?
Can the landlord recover the filing fee?

Background and Evidence

The landlord gave the following undisputed testimony. The rental unit is a 4 bedroom townhouse. The tenancy began on March 1, 2021 with rent set at \$1,348.00 per month, payable on the first day of each month. A security deposit of \$674.00 was collected at the commencement of the tenancy and the landlord continues to hold it. A condition inspection report was also done at the commencement of the tenancy.

The parties attended a hearing before an arbitrator and on February 25, 2021, the parties agreed that the tenancy would end on March 31, 2022. The landlord was granted an Order of Possession effective at 1:00 on that date.

The tenant failed to pay rent for the month of March and the landlord served the tenant with a further 10 Day Notice to End Tenancy for Unpaid Rent/Utilities with an effective date of March 17, 2022. On March 11, 2022, the landlord provided a date for condition inspection report of March 17th at 1:00 p.m. which the tenant failed to show up for. The landlord served the tenant with a notice of final opportunity to schedule a condition inspection for March 18, 2022 at 11:00 and on that date, the tenant left a voice mail on the landlord's voicemail indicating she would not participate and has left the keys in the unit. The landlord conducted the condition inspection report alone on March 18th.

The landlord provided a monetary order worksheet indicating the damage left in the rental unit and a copy of the condition inspection reports done on move in and move out.

The landlord testified and provided photographic evidence to show the rental unit was left unclean with lots of debris and garbage left behind. The landlord testified that it took 2 loads to fully get rid of the tenant's abandoned items. The carpets were extensively damaged and required a full replacement.

The landlord provided an invoice from the company she hired to remove the tenant's garbage. The invoice indicates it took 18-man hours at \$40.00 per hour to remove the carpets from the tenant's unit however the landlord is only seeking 9 hours, for a total of **\$360.00**. The dump fees of \$137.57 was divided in two, since another unit's garbage was taken away at the same time. The landlord seeks **\$63.92**. The hauling fee is to cover the contractor's fuel costs of \$75.00, however the landlord only seeks half that amount, for **\$37.50**.

The landlord provided an invoice from her housecleaning staff which indicates the staff spent 7 hours on April 21st and another 7 hours on April 23rd to clean the unit that was vacated by the tenant. The fee is \$25.00 per hour. The landlord seeks only 10 hours for the cleaning, for a total of **\$250.00**.

When the tenant vacated the unit, she left the carpets extensively damaged with cigarette holes and stains. The carpets were last replaced in 2014, making them 8 years old when the tenant left. Given the useful life of a carpet being 10 years, the landlord seeks 2/10 (or 1/5) of the \$5,381.96 the landlord spent to replace it. The landlord seeks **\$1,076.28**.

Lastly, the landlord testified that the Order of Possession states the tenancy ends on March 31, 2022 and the tenant didn't pay any rent for the month of March. The landlord seeks rent for that month. Also, due to the condition of the rental unit not being habitable at the end of the tenancy; the landlord needing to remove the garbage left behind; and the requirement to replace the carpets that were unavailable due to supply chain issues – the rental unit was not rented out for the month of April. The landlord seeks 2 months rent for a total of **\$2,696.00**.

Analysis

Section 7 of the Act states: If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Rule 6.6 of the Residential Tenancy Rules of Procedure indicate the onus to prove their case is on the person making the claim and that the standard of proof is on a balance of probabilities.

The tenant did not attend this hearing to dispute any of the landlord's testimony or any of the evidence presented by the landlord. Based on the undisputed testimony of the landlord, I find that pursuant to section 26, the tenant was obligated to pay rent in the amount of \$1,348.00 for the last month of the tenancy in full, as the tenancy was to continue until that date in accordance with the settlement agreement entered into by the parties on February 25, 2022.

Based on the same undisputed testimony and evidence presented, I am satisfied that the landlord was unable to re-rent the unit for the beginning of April after being required to remove the tenant's possessions and replace the carpets. I award the landlord the equivalent of one month's rent, or an additional \$1,348.00 pursuant to section 67 of the Act.

I have reviewed the photographs provided as evidence by the landlord and I have also reviewed the condition inspection report done at the beginning and end of the tenancy. Based on this evidence and the landlord's undisputed testimony, I find the landlord incurred the costs associated with removing the tenant's garbage and other possessions and I award the amounts as sought in the monetary order worksheet. I find the costs to be reasonable, given the extent of the debris left behind by the tenant and the general state of uncleanliness at the end of the tenancy as depicted in the landlord's photographic evidence.

The landlord is also entitled to the \$250.00 costs as sought for the 10 hours spent cleaning the rental unit. I am satisfied the landlord incurred these costs and I find them to be reasonable for the same reasons as stated above.

I am also satisfied that the condition of the carpets deteriorated considerably during the tenancy and that they were in such poor condition at the end of the tenancy that they required replacement. I have reviewed the invoice for the replacement provided by the landlord and, taking the useful life of the carpets being 10 years into consideration, I find

the landlord is entitled to 2/10 or one fifth the cost to replace them. I award the landlord the \$1,076.28 as sought.

As the landlord was successful in the application, the landlord is also entitled to recover the \$100.00 filing fee.

In accordance with the offsetting provision of section 72, the landlord may retain the tenant's entire security deposit in partial satisfaction of the monetary order.

Item	amount
March 2022 rent	\$1,348.00
April 2022 rent	\$1,348.00
Garbage removal	\$360.00
Dump fees	\$63.92
Hauling fees	\$37.50
Cleaning	\$250.00
1/5 cost of replacing carpets	\$1,076.28
Filing fee	\$100.00
Less security deposit	(\$674.00)
Total	\$3,909.70

Conclusion

Pursuant to section 67, I award the landlord a monetary order in the amount of \$3,909.70.

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: February 02, 2023

Residential Tenancy Branch