



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND, MNR, MNSD, FFL

Introduction

On September 9, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking compensation for damage and repairs; a monetary order for unpaid rent; and to keep a security deposit and or pet damage deposit.

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenants did not. The Landlord was assisted by an interpreter /agent. The Landlord stated that the Tenants were served with the Notice of Dispute Resolution Proceeding using registered mail sent on September 23, 2022, to the address the Tenants provided at the end of the tenancy. The Landlord recorded the Tenants’ forwarding address on the Condition Inspection Report that the Tenants signed at the end of the tenancy. The Landlord provided a copy of the Condition Inspection Report. The Landlord submitted that the Tenants failed or refused to pick up the registered mail.

Based on the Landlord’s testimony, I find that the Tenants were served with notice of the hearing in accordance with sections 89 and 90 of the Act. I note that the Landlord sent the Tenants the registered mail 23 days after receiving the Tenants’ forwarding address. I find that the Tenants are deemed served with the Notice of Dispute Resolution Proceeding on September 28, 2022, the fifth day after it was mailed. The hearing proceeded.

The Landlord confirmed that a copy of the Landlords evidence was also sent to the Tenants. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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 to recover unpaid rent?
- Is the Landlord entitled to a monetary order for damage or repair costs?
- Can the Landlord keep the security deposit towards their claims?

Background and Evidence

The Landlord testified that the tenancy began on July 1, 2018, as a one-year fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$2,100.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,050.00 and a pet damage deposit of \$1,050.00. The Landlord provided a copy of the tenancy agreement.

Loss of Rent \$2,100.00

The Landlord testified that the Tenants gave insufficient written notice to end the tenancy by August 30, 2022. The Landlord received notice from the Tenants on August 1, 2022. The Tenants vacated the rental unit on August 30, 2022.

The Landlord stated that they did not re-rent the unit for the month of September and the Tenants are responsible to pay for the loss of September rent. The Landlord is seeking \$2,100.00 for September 2022 rent.

Damage and Repairs

The Landlord testified that the townhouse was a brand-new unit when the Tenants moved in. The Landlord testified that the Tenants left the rental unit unclean and damaged at the end of the tenancy. The Landlord provided a condition inspection report (CIR) completed at the end of the tenancy and provided photographs the Landlord took showing the cleanliness and state of repair of the unit at the end of the tenancy.

The Landlord hired a company to clean the unit and remove the garbage. The Landlord is seeking the amount of \$1,680.00 for damages and cleaning costs.

Painting Costs.

The Landlord stated that every single wall in the 1300 square foot townhouse was damaged and filthy. The Landlord stated that the unit was trashed. The Landlord provided photographs of the walls taken at the end of the tenancy.

The Landlord stated that they had a company come in and repaint the unit. The Landlord provided an invoice for the painting and repairs.

Security Deposit and Pet Damage Deposit

The Tenants vacated the unit on August 30, 2022, and September 9, 2022, the Landlord applied for dispute resolution and claimed against the security deposit and pet damage deposit. The Landlord applied against the deposits within 15 days of the tenants moving out.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities,

Loss of Rent

I have reviewed the Landlord's evidence and I find that the Tenants written notice to end the tenancy is dated August 1, 2022. The earliest date the Tenants could legally end the tenancy is September 30, 2022. I find that the Tenants are responsible to pay the September rent as they did not give proper written notice to end the tenancy for August 31, 2022.

I award the Landlord \$2,100.00 for a loss of September 2022 rent.

Damage and Repairs

I have reviewed the condition inspection report and photographs the Landlord took of the rental unit at the end of the tenancy.

I find that the Tenants left the rental unit in a very dirty and in a damaged condition. I find that the Tenants are responsible to pay the Landlord for the cost to clean and repair the unit.

I accept the Landlords evidence that they hired a company to conduct the cleaning of the rental unit.

I award the Landlord the amount of \$1,680.00 for cleaning costs.

Painting Costs:

I have reviewed the condition inspection report and photographs the Landlord took of the rental unit at the end of the tenancy.

I find that the Tenants left the walls of the rental unit dirty and damaged. I note that the rental unit was new when the Tenants moved in, therefore I find that the walls had been freshly painted at the start of the tenancy. I find that the Tenants are responsible to pay the Landlord for the cost to repaint the entire rental unit.

The Landlord provided an invoice for costs higher than the \$4,090.75 the Landlord requested in the Notice of Dispute Resolution Proceeding and monetary order worksheet. The Landlord's claim is limited to the amount claimed as stated within the Notice of Dispute Resolution Proceeding.

I accept the Landlords testimony that the Landlord hired a company to repaint the rental unit. I award the Landlord the amount of \$4090.00 for painting costs.

Security Deposit

The Landlords applied to keep the security deposit and pet damage deposit within the required time period. The two deposits that amount \$2,100.00 plus interest of \$13.01 will apply to the monetary awards granted to the Landlord.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$7,970.75 comprised of \$2,100.00 in unpaid rent; \$1,680.00 for cleaning costs; \$4,090.75 for repainting costs, and the \$100.00 fee paid by the Landlord for this hearing. After setting off the security deposit and pet damage deposit of \$2,113.01 towards the award of \$7,970.75, I find that the Landlord is entitled to a monetary order for the balance of \$5,857.74. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an

order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants ended the tenancy early without proper written notice and left the rental unit unclean and damaged.

The Landlord has established a monetary claim for unpaid rent and damage in the amount of \$7,970.75. I order that the Landlord can keep the security deposit and pet damage deposit of \$2,113.01 in partial satisfaction of the Landlord's claim.

I grant the Landlord a monetary order in the amount of \$5,857.74.

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: April 26, 2023

Residential Tenancy Branch