



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of this application.

The landlord attended the conference call hearing, provided evidence in advance of the hearing, and gave affirmed testimony. However, despite being served personally with the Landlord's Application for Dispute Resolution and notice of hearing documents on June 24, 2011, the tenant did not attend. The landlord testified that the documents were served personally upon the tenant at the tenant's place of employment, and 2 witnesses were present. All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on October 1, 2010 and ended on January 18, 2011. The landlord had applied for and obtained a monetary order for unpaid rent for the month of December, 2010 and an Order of Possession from a Dispute Resolution Officer by way of the Direct Request Process and provided a copy of the written Decision and orders resulting from that application. The orders are dated

January 6, 2011, and the landlord testified that the tenant did not move from the rental unit until January 18, 2011, at which time the tenant abandoned the rental unit without providing a forwarding address. The landlord was advised by neighbours that the tenant had moved out.

A copy of the tenancy agreement was provided in advance of the hearing, and it supports the landlord's testimony that rent in the amount of \$1,400.00 per month was payable in advance on the 1st day of each month. The landlord also collected a security deposit in the amount of \$700.00. The tenant had a pit bull dog and was to pay a pet damage deposit in the amount of \$700.00, but the tenant never paid that deposit.

The landlord also testified that the tenant failed to pay rent when it was due for the months of November, December, 2010 and January, 2011. The landlord obtained a monetary order from the Decision rendered on January 6, 2011 in the amount of \$1,400.00, but did not get an order for November or January's rent. The landlord claims \$1,400.00 for November, 2010 and \$1,400.00 for January, 2011.

The landlord also testified that the rental unit had been previously occupied by the landlord and prior to renting the home, the utilities were cancelled. The tenancy agreement does not provide for utilities, and the tenant was somehow able to have the electricity connected in the landlord's name and did not pay the utility bill. The landlord has provided a copy of the bill and claims \$213.09 from the tenant.

The landlord further claims damages to the unit from the tenant that were caused either by the tenant or the tenant's dog. Photographs of the rental unit after the tenancy ended were provided in advance of the hearing, and a copy of the move-in condition inspection report was also provided. The move-in condition inspection report is signed by the tenant stating that the tenant agrees with the report. The photographs show a unit in a state of disarray with numerous bags of garbage left behind, dog feces on floors and carpets, damaged walls, floors and baseboards. The landlord provided copies of receipts for the following:

Bathroom:

- \$31.80 for paint
- \$56.97 for trim paint and brushes
- \$83.85 for flooring and ceiling paint
- \$19.02 for plastic trowels and tile grout
- \$28.52 for mortar

The landlord testified that it was cheaper to replace the bathroom floor with tile than linoleum because the landlord could do the work rather than hiring a trades-person, and the landlord was able to find tile at a discounted price.

The landlord also testified that the carpets had to be replaced due to pet urine and feces, and a foul odour that could not be removed after shampooing 4 times. When the landlord purchased the unit in 2009, it had been renovated and carpets were new at that time. The landlord replaced the floors in the 2 bedrooms upstairs, living room, family room and foyer. All of those carpets were ruined during this tenancy, but not the carpets in the 2 bedrooms of the lower level of the house. The landlord provided receipts for the following:

- \$73.88 for a toilet bolt, wax ring for the toilet, nail hole filler, silicone, and other supplies
- \$1,358.36 for laminate
- \$114.90 and \$4.69 for paint supplies
- \$4.17 for small touch-up brushes
- \$30.22 for material to attach the baseboards to the basement wall
- \$70.71 for paint and transition strips between rooms
- \$14.04 for silicone for the top of the floor boards and in the baseboard corners
- \$8.71 for wood filler and glue for filling the laminate

The landlord also provided a receipt for \$125.00 for garbage removal.

Analysis

I am satisfied that the tenant was served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on June 24, 2011 as testified by the landlord.

I also accept the evidence of the landlord, and in the absence of any evidence to the contrary, I find that the tenant is in arrears of rent the sum of \$2,800.00 and the landlord is entitled to a monetary order for that amount. The landlord has already received a monetary order for rent for the month of December, 2010.

I am further satisfied that the tenancy agreement does not provide for utilities to be included in the rent, and the landlord is entitled to a monetary order for \$213.09 for unpaid utilities.

The *Residential Tenancy Act* states that a landlord must provide a tenant with at least 2 opportunities to conduct a move-out condition inspection report and conduct that

inspection in the presence of the tenant unless the tenant has abandoned the rental unit. If the landlord fails to do so, the landlord's right to claim against the security deposit for damages is extinguished. The landlord testified that the tenant vacated the rental unit without the landlord's knowledge, and the landlord was advised of that by neighbours. Therefore, I find that the landlord has complied with the *Act* and is entitled to claim against the security deposit for unpaid rent and for damages.

With respect to the damages, the *Residential Tenancy Act* states that a tenant is required to leave a rental unit reasonably clean and undamaged except for normal wear and tear. The photographs speak loudly to the damage and mess left behind by the tenant, and I find that the landlord's claims for repairing damage and removal of the tenant's garbage is fully justified in the circumstances. I have compared the photographs and move-in condition inspection report to the receipts provided by the landlord, and I find that the landlord has set out a claim that the landlord is entitled to from the tenant for damages in the amount of \$2,024.84.

The landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby order the landlord to retain the security deposit in the amount of \$700.00 and I grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* for the balance due of \$4,437.93. This order may be filed in the Provincial Court of British Columbia, Small Claims division and 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: September 27, 2011.

Residential Tenancy Branch