



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding QUADRA PACIFIC PROPERTIES CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MNSD, MNDC, FF

### **Introduction**

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for rental arrears, loss of revenue and the costs of cleaning the suite, blinds and carpets..

The landlord was present. Despite each being served by registered mail sent on October 15, 2013, as confirmed by Canada Post tracking numbers, the tenant did not appear.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation under section 67 of the *Act* for rental arrears, loss of revenue and cleaning?

### **Background**

The landlord testified that the tenancy began in August 2012 and rent was \$665.00. A \$332.50 security deposit was paid. The tenancy ended on October 1, 2013.

A copy of the tenancy agreement, copies of the move-in and move-out condition inspection reports, copies invoices and proof of service were submitted into evidence.

The landlord testified that at the time the tenant left, rental arrears of \$470.00 were still owed for the month September 2013.

The landlord testified that, due to insufficient notice given by the tenant to vacate, the landlord also suffered a loss of revenue for part of the month of October during which the unit was vacant, in the amount of \$407.00 and this is being claimed.

The landlord testified that the tenant did not leave the rental unit reasonably clean as required under the *Act* and neglected to shampoo the carpets.

The landlord is claiming compensation of \$60.00 for general cleaning, \$94.50 for cleaning the carpets and \$94.40 for cleaning the blinds. The total amount being claimed for cleaning is \$248.90.

The landlord's claims for cleaning, rental arrears and loss of revenue total \$1,125.90, plus the \$50.00 cost of filing.

**Analysis:**

Section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. I find that the tenant did not pay all of the rent for September 2013 and the landlord is entitled to \$470.00 for rental arrears for September 2013.

In regard to the other claims, I find that, an applicant's right to claim damages from another party is dealt with under section 7 of the Act which states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 67 of the Act grants an Arbitrator the authority to determine the amount and to order payment under these circumstances.

**Test For Damage and Loss Claims**

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance, the burden of proof was on the landlord, to prove the existence of the damage/loss and that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the respondent.

In regard to the cleaning and repairs, I find that under section 37(2) of the Act the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear when a tenant vacates a rental unit.

With respect to compensation requested for damages and losses, I find that the landlord's undisputed claims for loss of revenue in the amount of \$407.00, the \$60.00

for cleaning, \$94.50 for carpet cleaning and \$94.40 for cleaning the blinds have successfully met each of the four elements of the test for damages.

I find that the landlord is entitled to total compensation of \$1,175.90, comprised of \$470.00 for rental arrears, \$407.00 loss of revenue, \$60.00 for cleaning, \$94.50 for carpet cleaning, \$94.40 for cleaning the blinds and the \$50.00 cost of the application.

I hereby the landlord to retain the tenant's \$332.50 security deposit and issue a monetary order for the remainder of \$843.40.

This order must be served on the tenant in accordance with the Act and if necessary can be enforced through Small Claims Court.

### **Conclusion**

The landlord is successful in the application and is granted a monetary order for rental arrears and cleaning.

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: January 09, 2014

---

Residential Tenancy Branch

