



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid rent, for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

The landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on January 15, 2015, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

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

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on April 1, 2012. Current rent in the amount of \$850.00 was payable on the first of each month. The tenant paid a security deposit of \$410.00. The tenancy ended on December 31, 2014.

The landlord claims as follows:

a.	Unpaid rent	\$542.50
b.	Recover cost of parking remote	\$ 30.00
c.	Suite cleaning	\$229.50
d.	Filing fee	\$ 50.00
	Total claimed	\$852.00

The landlord's agent testified that during the tenancy the tenant had not paid all rent owed and had incurred rent arrears. The agent stated that they seek to recover unpaid rent in the amount of \$542.50. Filed in evidence is a copy of the rent ledger.

The landlord's agent testified that at the end of the tenancy the tenant failed to return the parking remote. The agent stated that they seek to recover the cost of the remote in the amount of \$30.00.

The landlord's agent testified that the tenant did not clean the rental unit at the end of the tenancy. The agent stated that it took 3 of their staff to clean the rental unit at the rate of \$17.00 per hour. The landlord seeks to recover the amount of \$229.50. Filed in evidence are photographs which support the landlord's position.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Unpaid rent

Rules about payment and non-payment of rent are defined in Part 2 of the Act.

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

...

The evidence of the landlord's agent was the tenant did not pay all rent during the tenancy and accumulated rent arrears. The rent ledger supports the agent's testimony. I find the tenant has breached section 26 of the Act when they failed to pay rent when due under the tenancy agreement and this has caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$542.50**.

Recover cost of parking remote

At the end of the tenancy the tenant is required to return to the landlord all keys or other devices that give access to the rental property. I find the tenant breached the Act, when they failed to return the parking remote. I find the amount charged for replacement of the device reasonable. Therefore, I find the landlord is entitled to recover the replacement cost of the parking remote in the amount of **\$30.00**.

Suite cleaning

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed testimony of the landlord. The photographs show a large amount of furniture was left behind which had to remove from the rental unit and then cleaned. The photograph also shows the appliances were not cleaned. I find the tenant breached the Act, when they failed to remove all of their belonging and when they failed to leave the rental unit reasonable cleaned. I find the amount the landlord has claimed

reasonable based on the photographs. Therefore, I find the landlord is entitled to recover the cost of cleaning in the amount of **\$229.50**.

I find that the landlord has established a total monetary claim of **\$852.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord(s) retain the security deposit of **\$410.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$442.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: July 27, 2015

Residential Tenancy Branch

