



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, MNR, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for authority to keep all or part of the tenant's security deposit, for a monetary order for money owed or compensation for damage or loss, alleged damage to the rental unit and unpaid rent and for recovery of the filing fee paid for the application.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that she served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on March 24, 2015 and that the tracking information shows that the tenant signed for the registered mail.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with sections 89(1) and 71(2) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that the tenancy began on November 27, 2014, monthly rent was \$600.00, and the tenant paid a security deposit of \$300.00. The landlord submitted that the tenant vacated the rental unit on or about February 19, 2015, without providing notice to the landlord.

The landlord's monetary claim is \$1172.33, comprised of unpaid rent of \$600.00 for February 2015, cleaning for \$200.00, hauling fees of \$189.00, flush mount replacement for \$17.90, installation of flush mounts for \$47.25, and deadbolt change for \$102.20.

The landlord's relevant documentary evidence included, but was not limited to, receipts and estimates for the costs claimed, a written tenancy agreement, and a tenant ledger sheet. The landlord also supplied photographic evidence showing the state of the rental unit after the tenant vacated.

As to the landlord's claim for unpaid rent, the landlord submitted that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") due to non-payment of rent for February 2015, and that the tenant vacated the rental unit without paying the rent due for February 2015.

The landlord testified that the tenant left many items of personal property and garbage, such that the landlord incurred costs in removing the property and garbage to the landfill. The landlord's evidence further shows that the tenant did not clean the rental unit and that it was necessary to provide for cleaning after the tenant vacated. The landlord described the condition of the rental unit as dirty and referred to their photographic evidence.

As to the flush mounts, the landlord submitted that these were damaged, but not yet replaced; however, the landlord intends to replace the flush mounts.

The landlord submitted that the tenant failed to return their key and it was necessary to replace the deadbolt.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In light of the tenant's failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

As to the landlord's claim for unpaid rent, under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

In the case before me, I accept the landlord's undisputed evidence that the tenant owed rent and failed to pay rent in accordance with the terms of the tenancy agreement, leaving a rent deficiency for February 2015, in the amount of \$600.00, and that they are entitled to a monetary award in that amount.

As to the costs claimed by the landlord associated with cleaning, repair of damage, and hauling, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

As such, the tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard. The tenant must also not damage the rental unit beyond reasonable wear and tear.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to properly and reasonably clean the rental unit, leaving many items of personal property, which required the landlord to remove and incur fees. I also find it was necessary for the landlord to clean and rehabilitate the rental unit after the tenant vacated, incurring costs, both present and future. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for cleaning for \$200.00, hauling fees of \$189.00, flush mount replacement costs for \$17.90, flush mount installation costs of \$47.25, and deadbolt replacement for \$102.20.

I grant the landlord recovery of their filing fee of \$50.00.

Due to the above, I find the landlord is entitled to a total monetary award of \$1206.35 against the tenant, comprised of unpaid rent of \$600.00 for February 2015, cleaning for \$200.00, hauling fees of \$189.00, flush mount replacement costs for \$17.90, flush mount installation costs of \$47.25, deadbolt replacement for \$102.20. and recovery of their filing fee for \$50.00.

At the landlord's request, I direct them to deduct the tenant's security deposit of \$300.00 from their monetary award of \$1206.35 and I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$906.35, which is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$906.35.

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 11, 2015

Residential Tenancy Branch

