



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 a monetary order for unpaid rent and for recovery of the filing fee paid for the application.

The details in the landlord application and their attached evidence showed that their request for monetary compensation also included a claim for other expenses, such as cleaning and FOB replacement. I have allowed an amendment to the landlord's application to include a request for cleaning and other expenses, as the amendment was clear in their application and evidence and did not increase the monetary claim, after including the filing fee of \$50.00.

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

The landlord testified that they served each tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on June 2, 2015, using the written forwarding address provided by the tenants. The landlord stated that the tenants each signed for and collected the registered mail envelopes.

Based upon the submissions of the landlord, I accept that the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' 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.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

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 written tenancy agreement submitted by the landlord shows that this tenancy began on December 1, 2013, that the monthly rent was \$1295.00, and that the tenants paid a security deposit of \$647.50. The landlord submitted that the tenants vacated the rental unit on November 30, 2014.

The landlord's monetary claim is \$1036.60, comprised of outstanding rent for November 2014 of \$647.50, suite cleaning for \$285.00, key cutting for \$4.10, 2 unreturned FOB's for \$50.00, and the filing fee of \$50.00.

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report, invoices for cleaning and key costs, and the written tenancy agreement.

The landlord testified that the tenants failed to attend the move-out inspection, despite being given multiple opportunities, and that the rental unit was left dirty and cluttered, requiring a cleaning by the landlord, as marked on the move-out condition inspection report. The landlord submitted further that the tenants failed to return the keys and FOB's at the end of the tenancy, which required the landlord to incur costs due to the tenants' actions.

The landlord submitted further that the tenants owed a rent deficiency for November 2014.

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 tenants' 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 costs claimed by the landlord, 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, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

As such, the tenants were required to remove all belongings including garbage and debris and to clean the rental unit to a reasonable standard.

I find the landlord submitted sufficient undisputed evidence that the tenants failed to properly and reasonably clean the rental unit, leaving clutter and debris, which required the landlord to clean and incur fees. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for cleaning for \$285.00.

I find the landlord submitted sufficient evidence to show that tenants owed a rent deficiency of \$647.50, and I approve their claim in that amount.

I find the landlord submitted sufficient evidence to show that the tenants failed to return the keys and FOB's at the end of the tenancy as required by the Act and I therefore approve their claim for \$4.10 and \$50.00, respectively.

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 \$1036.60 against the tenants, comprised of comprised of outstanding rent for November 2014 of \$647.50, suite cleaning for \$285.00, key cutting for \$4.10, 2 unreturned FOB's for \$50.00, and recovery of their filing fee of \$50.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act in the amount of \$1036.60, which is enclosed with the landlord's Decision.

Should the tenants 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 tenants are advised that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of \$1036.60.

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: October 13, 2015

Residential Tenancy Branch

