



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding John Howard Society of the Lower Mainland
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent or utilities - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was sufficiently served with the application for dispute resolution and notice of hearing by registered mail in accordance with Sections 71(2)(b) of the Act. The Tenant did not appear at the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Tenant, a Society, signed tenancy agreements for a 3rd party who was to reside in the unit. The tenancy first started on May 1, 2014 for 6 months. Another term was entered into between the Parties for the period November 1, 2014 ending April 31, 2015. The Tenant moved out on May 9, 2015. Rent of \$700.00 was payable on the 31st day of each month. No rent was paid for May 2015. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Parties mutually conducted a move-in inspection and completed a report. The Landlord provided a copy of the report in the form of an addendum. The Landlord gave the Tenant two opportunities to conduct a move-out inspection but the Tenant refused. The Landlord did not receive a

forwarding address from the Tenant but otherwise located the Tenant's business address.

The Tenant had extra occupants in the unit for some part of the tenancy and the Landlord claims extra rent of \$400.00 and utilities for a period. It is noted that nothing in the tenancy agreement restricts the number of occupants and that the tenancy agreement provides that utilities are included in the rent.

The Tenant did not pay rent for May 2015 and the Landlord claims rent to and including May 9, 2015.

The Tenant failed to leave the carpet clean and the Landlord claims the cost of \$136.50 as the cost of having it cleaned. An invoice for this amount was provided.

The Tenant caused the 5 year old washing machine to require repairs as the 3rd party over used the machine. The Landlord repaired the machine for \$250.00, provides a receipt for a pump replacement, and claims this amount.

The Tenant damaged a faucet and the Landlord claims \$151.13 for the cost of replacing the faucet. The Landlord provides an invoice for this total amount however the cost of the faucet is noted as \$75.98.

The Tenant failed to leave the unit clean and the Landlord claims the costs of supplies in the total amount of \$66.27. The Landlord provided 3 receipts that total this amount.

The Landlord claims the recovery of a filing fee paid for a previous application for dispute resolution. The Decision on this application notes that the Landlord withdrew the application in full.

The Landlord claims the recovery of the filing fee paid for this application.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results.

As nothing in the tenancy agreement restricts the number of occupants and as utilities are included in the rent I find that the Landlord has failed to substantiate that the Tenant breached the tenancy agreement. As such I dismiss the claims for additional rent due to additional occupants and for utilities. Based on the Landlord's undisputed evidence

that no rent was paid for any of May 2015 and that the Tenant was not moved out of the unit until May 9, 2015 I find that the Landlord is entitled to rent of **\$203.22**. This amount is based on a per diem rent of \$22.58 per day x 9 days.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the Landlord's undisputed evidence I find that the Tenant left the unit unclean and with damages. Given the receipts for the carpet cleaning I find that the Landlord is entitled to **\$136.50**. Given the receipt for the washing machine repairs I find that the Landlord is entitled to **\$250.00**. Given the receipt for the cleaning supplies I find that the Landlord is entitled to **\$66.27**. Given the receipt indicating the cost for the faucet, I find that the Landlord is entitled to **\$75.98**.

As the previous application for dispute resolution was found to have been withdrawn in its entirety I dismiss the claim for recovery of the filing fee paid for that application. As the Landlord's current application has met with success I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$781.91**. Deducting the security deposit of **\$350.00** plus zero interest leaves **\$431.97** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$431.97**. If necessary, this order may be filed in the Small Claims Court 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: June 30, 2016

Residential Tenancy Branch