



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OKANAGAN MÉTIS & ABORIGINAL HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for unpaid rent, damage and other costs pursuant to section 67 and any other remedy appropriate under the Act.

The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord's representative ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord provided sworn testimony that the Application for Dispute Resolution package ("ADR package") including the Notice of Hearing and the landlord's evidence was sent via registered mail to the tenant at his rental address on September 16, 2016. The landlord submitted a copy of the registered mail receipt and referred to the Canada Post online tracking information that confirmed the tenant had signed for the ADR package on September 27, 2016. The landlord provided undisputed testimony that she believes the tenant had had his mail forwarded to a new location after he abandoned the rental unit. Based on the evidence provided and in accordance with section 89 and 90 of the Act, I find that the tenant was sufficiently served with the landlord's ADR package on September 27, 2016.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damage and other costs?

Background and Evidence

This tenancy began on February 25, 2011 with a rental amount based on a monthly subsidy. The landlord provided documentary evidence for this hearing including a

residential tenancy agreement. The agreement shows that the tenant paid a \$671.00 security deposit at the outset of the tenancy. The landlord testified that the tenant abandoned the rental unit. The landlord sought to recover the cost of cleaning the rental unit, removing items left in the rental unit as well as the tenant's outstanding rent.

The landlord submitted a move-in dated and a move-out condition inspection report. The report listed most items and parts of the rental unit dirty at move out as well as an indication that "unwanted articles" were left behind by the tenant. The landlord's condition inspection report also indicated that; the closet doors were broken; the walls had holes; the floors were scuffed; locks were broken; blinds were broken or missing; and that most of the unit required painting.

The landlord testified that, after the tenant abandoned the rental unit, he left no forwarding address or other contact information. As described in the move-out inspection report, the landlord testified that a significant amount of garbage and refuse were left behind by the tenant. The landlord testified that two mattresses, a couch and general garbage sufficient to fill a dump truck were left in the rental unit. The landlord testified that a refuse removal company was hired at a total cost of \$761.25.

The landlord also testified that the tenant's rental unit required significant cleaning. The landlord provided a very brief handwritten note indicating, "cleaning 4 bedroom unit \$350.00" and a person's name. The note was not on letterhead and did not provide contact or company information.

The landlord provided undisputed testimony that the tenant did not pay his rent in full from May 2016 to August 2016. The landlord submitted a transaction log for the tenant's rental unit indicating the following unpaid rental amounts totalling \$2297.00,

<i>May</i>	<i>\$257.00</i>
<i>June</i>	<i>\$680.00</i>
<i>July</i>	<i>\$680.00</i>
<i>August</i>	<i>\$680.00</i>

The landlord sought to recover \$4269.00 for all of their costs after the tenant abandoned the rental unit.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay

compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant (in this case, the landlord) must 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 other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

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The landlord submitted a move-in and move-out condition inspection report. Pursuant to section 21 of the Residential Tenancy Regulation, this report provides the best evidence of the state of repair of the unit on the condition inspection dates unless the other party has a preponderance of evidence to the contrary. In this case, while the tenant was sufficiently served with the landlord's application, the tenant did not attend to dispute the landlord's claims or evidence. I find that the landlord has established that damage or exists and that the damage or loss is as a result of the actions of the tenant.

With respect to the cost of cleaning the rental unit, the landlord has submitted insufficient evidence to prove the actual monetary amount of loss as a result of the need to hire a cleaner. The landlord provided a condition inspection report that provides a comparison of the rental unit at the outset of the tenancy and the end of the tenancy. However, the invoice submitted by the landlord is merely a piece of paper with very limited information. Without further evidence to prove the costs incurred by the landlord for cleaning, I find that the landlord is not entitled to the \$350.00 sought for cleaning.

With respect to the cost of removal of items from the rental unit, storage and disposal, I accept the evidence provided by the landlord. The invoice in the amount of \$761.25 provided clear information about removal from the tenant's rental unit at the end of the tenancy as well as invoice details as to the breakdown of the cost incurred by the landlord. Therefore, I find that the landlord is entitled to recover \$761.25 for removal, storage and disposal of the tenant's garbage and belongings.

With respect to the outstanding rent, the landlord has provided a log that indicates the amounts outstanding for the tenant. I find that this evidence clearly reflects an

accounting of the outstanding rental balance on the tenant's rental unit. Based on this documentary evidence as well as the undisputed testimony of the landlord that the tenant failed to pay rent in full in May and did not pay rent in June, July or August 2016, I find that the landlord is entitled to recover \$2297.00 in rental arrears.

As well as the amounts above and pursuant to section 38(4)(b) of the Act, I allow the landlord to retain the tenant's \$671.00 security deposit plus any applicable interest in partial satisfaction of the monetary award. There is no interest payable over this period. The landlord did not seek recovery of her filing fee.

Conclusion

I grant the landlord a monetary order against the tenant as follows,

Item	Amount
Unpaid Rent	\$2297.00
Removal, storage & disposal of the tenant's belongings & garbage	761.25
Less Security Deposit	-671.00
Total Monetary Order	\$2387.25

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: March 15, 2017

Residential Tenancy Branch