



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNSD, MNDC, FF

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenants and to recover the filing fee.

The hearing was conducted by teleconference on December 19, 2017. Only the Landlord's representative, S.K. called into the hearing. She gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

S.K. testified that they served the Tenants with the Notice of Hearing and the Application on July 4, 2017 by registered mail. The registered mail tracking numbers are provided on the unpublished cover page of this my Decision.

S.K. confirmed that she was informed that the Tenants retrieved and signed for both packages on July 6, 2017. Based on S.K.'s undisputed testimony, I find the Tenants were duly served as of July 6, 2017 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenants for unpaid rent as well as cleaning and repairs to the rental unit?
2. What should happen with the Tenants' security deposit?

### 3. Should the Landlord recover the filing fee?

#### Background and Evidence

S.K. testified that the tenancy began July 3, 2014. Monthly rent was payable in the amount of \$635.00 at the time the tenancy ended. She confirmed that the Landlord did not take a security deposit.

She stated that due to non-payment of rent the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities indicating the sum of \$40.00 was owed. S.K. further stated that the tenants paid the outstanding amount such that the Landlord did not proceed with the eviction.

S.K. stated that the Tenants did not give formal notice to end their tenancy such that the Landlord is not certain when they vacated the rental unit. S.K. stated that the building manager was informed at the end of September 2016 that the Tenants may have vacated the rental unit. The Landlord then posted a notice to the door asking the Tenants to contact them. When the Tenants failed to respond the Landlord posted a Notice of Final Opportunity to Schedule a Condition Inspection and entered the rental unit on October 21, 2016 at which time they confirmed that they had abandoned the rental unit.

S.K. stated that the Landlord was not aware where the Tenants had moved to, until May 9, 2017 when the Ministry of Social Development and Social Innovation provided the Landlord with the Tenants' address. A copy of that email was provided in evidence.

In the within action the Landlord sought compensation for the following:

October 2016 rent	\$635.00
cleaning	\$440.00
broken door	\$56.21
carpet cleaning	\$129.20
removal of items left in unit and storage locker	\$240.00
<b>TOTAL CLAIMED</b>	<b>\$1,460.41</b>

The Landlord provided photos of the rental unit as well as a copy of the Move out Condition Inspection Report which confirmed that condition of the rental unit as requiring cleaning and repair when the tenancy ended.

#### Analysis

After consideration of the testimony and evidence before me, and on a balance of probabilities I find the following.

The full text of the *Residential Tenancy Act*, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).

In a claim for damage or loss under section 67 of the *Act* or the 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* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party 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.

I find the Tenants failed to give notice to end their tenancy such that the Landlord suffered a loss of rent for October 2016. I therefore find the Landlord is entitled to compensation for unpaid rent for October 2016.

I also find, based on the testimony of the Landlord's representative, as well as the move out condition inspection report, and photos submitted that the rental unit required cleaning and repair at the end of the tenancy.

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy and reads as follows:

**37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) 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.

I find the Tenants breached section 37 and award the Landlord the amounts claimed to clean and repair the rental unit.

As the Landlord has been successful in their application I also award the Landlord recovery of the filing fee.

Conclusion

The Landlord is granted a Monetary Order in the amount of **\$1,560.41** for the following:

October 2016 rent	\$635.00
cleaning	\$440.00
broken door	\$56.21
carpet cleaning	\$129.20
removal of items left in unit and storage locker	\$240.00
filing fee	\$100.00
<b>TOTAL AWARDED</b>	<b>\$1,560.41</b>

The Monetary Order must be served on the Tenants and may be filed and enforce in the B.C. Provincial Court (Small Claims Division).

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: December 19, 2017

---

Residential Tenancy Branch