



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Code MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, for damages to the unit and to recover the filing fee.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail and they were successfully delivered on July 6, 2017, a Canada post tracking number) was provided as evidence of service.

I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to monetary compensation for damages?

### Background and Evidence

The tenancy began February 2015. Rent is determined by BC Housing and the tenant's portion was \$213.00 per month payable on the first of each month.

The landlord claims as follows:

a.	Unpaid rent for September 2016	\$ 213.00
b.	Cleaning	\$ 370.00
c.	Removal of goods	\$ 350.00
d.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$1,033.00</b>

The landlord's agent testified that they discovered that the tenant abandoned the rental unit sometime between September 15, 2016 and September 26, 2016. The agent testified gave the no notice they were ending the tenancy and did not pay the rent for September 2016. The landlord seeks to recover unpaid rent in the amount of \$213.00.

The landlord's agent testified that tenant did not do any cleaning and they paid for 20 hours. The agent stated the landlord has reduced that by 4 hours as that portion was to bring the unit to a higher standard than required by the Act. The agent stated that there was also graffiti that had to be covered. The landlord seeks to recover for cleaning costs in the amount of \$370.00. Filed in evidence are photographs and receipts

The landlord's agent testified that the tenant only removed their personal belongings, such as clothing; however, they left everything else behind. The agent stated that they stored the belongings for 60 days and they had to have the goods removed. The landlord seeks to recover the cost of removal in the amount of \$350.00. Filed in evidence are photographs and receipt.

The landlord's agent stated that on November 23, 2017, the tenant sent them \$100.00 toward the damages and that amount should be deducted from the total amount claimed.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or 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 states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant 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.

Section 26 of the Residential Tenancy Act states:

*26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.*

Section 45 of the Residential Tenancy Act states: (month to month)

*45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that*  
*(a) is not earlier than one month after the date the landlord receives the notice,*  
*and*  
*(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement*

I accept the unopposed evidence of the landlord's agent that the tenant failed to pay rent for September 2016, and failed to give notice to end the tenancy. I find the tenant breached section 26 and 45(1) of the Act and this caused the landlord losses. Therefore, I find the landlord is entitled to recover unpaid rent for September 2016 in the amount of **\$213.00**.

Section 37 of the Residential Tenancy Act states:

*37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.*

I accept the unopposed evidence of the landlord's agent that the tenant failed to leave the rental reasonable clean. The photographic evidence supports this. I find the tenant has breached section 37 of the Act and this caused the landlord losses. Therefore, I find the landlord is entitled to recover the cost of cleaning in the amount of **\$370.00**.

I accept the unopposed evidence of the landlord's agent that the tenant failed to remove their belonging from the rental unit. The photographic evidence supports this. I find the tenant has breached the Act when they failed to remove their belongings and this caused the landlord losses. Therefore, I find the landlord is entitled to recover the cost of removal of the goods in the amount of **\$350.00**.

I find that the landlord has established a total monetary claim of **\$1,033.00** comprised of the above described amounts and the \$100.00 fee paid for this application.

As the tenant has made a payment of \$100.00 towards the landlord's claim that amount is deducted from the monetary claim. I grant the landlord a monetary order under section 67 of the Act for the balance due of **\$933.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

#### Conclusion

The landlord is granted a monetary order in the above note amount.

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 15, 2017

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Residential Tenancy Branch