



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNDC MNSD FF

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 or loss pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:40 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on August 29, 2017 and on October 2, 2017, a copy of the Application for Dispute Resolution, Notice of Hearing and the Amended Application was sent to the tenant by registered mail. The landlord provided registered mail tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the both the landlord's original and amended Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for unpaid rent, damage and loss?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on March 1, 2017 with a monthly rent of \$1250.00 payable on the 1st day of each month. The tenant paid a security deposit of \$625.00 at the start of the tenancy which the landlord continues to hold. The landlord testified the tenant did not pay a pet deposit at the start of the tenancy. The tenancy ended on August 6, 2017.

The landlord submitted a “monetary order worksheet” which provides a breakdown of the landlord’s claims totaling \$1647.81 comprised of the following:

- \$1250.00 in outstanding rent for the month of August 2017. The landlord testified the tenant did not pay rent for this month and vacated the rental unit on August 6, 2017 after being served with a One Month Notice to End Tenancy for Cause which had an effective date of August 31, 2017.
- \$241.50 for the cleaning the rental unit at the end of the tenancy. An invoice was provided.
- \$50.00 for yard maintenance the landlord had performed as the tenant failed to maintain the yard as required during the tenancy. An invoice was provided.
- \$106.31 for removal of garbage left behind by the tenant. An invoice was submitted.

The landlord submitted a move-in and move-out condition inspection report plus various pictures of the rental unit at the end of the tenancy in support of the above claims.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the damage or loss claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$1647.81.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1747.81.

The landlord continues to hold a security deposit and pet deposit in the amount of \$625.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1122.81.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1122.81. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: February 27, 2018

Residential Tenancy Branch