



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNDL-S, MNRL-S, FFL

### Introduction

This hearing dealt with applications from the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

The landlord applies for:

- A Monetary Order for unpaid rent pursuant to Section 67;
- A Monetary Order for damage or compensation pursuant to Section 67;
- An order to retain the security deposit, pursuant to Section 72; and
- Authorization to recover the filing fee for this application from the tenants pursuant to Section 72.

The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants did not attend this hearing, although I left the teleconference hearing connection open for twenty minutes to enable the tenant to call into this hearing scheduled for 9:30 AM. I confirmed the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system the landlord and I were the only ones who had called into this teleconference.

The landlord testified the Notice of Hearing and the landlord's documents were served on each tenant on April 30, 2018 by registered mail. The landlord provided copies of the Canada Post Customer Receipts containing the tracking numbers. I find the tenants are deemed served with the documents on May 5, 2018, the 5<sup>th</sup> day after mailing, pursuant to Section 90 of the *Act*.

Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent pursuant to Section 67?
2. Is the landlord entitled to a Monetary Order for damage or compensation pursuant to Section 67?
3. Is the landlord entitled to retain the security deposit pursuant to Section 72?
4. Is the landlord entitled to recover the filing fee for this application from the tenants pursuant to Section 72?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began on January 1, 2018 and ended on April 15, 2018. The rent was \$1,500.00 a month payable on the first of the month. A security deposit of \$725.00 was paid by the tenants at the start of the tenancy and is still held by the landlord.

The landlord submitted a copy of the residential tenancy agreement signed by the parties which includes a provision the tenants must pay \$300.00 for each individual occupant. The landlord submitted a signed letter from a third tenant stating he lived in the premises during January, March and April 2018.

The landlord testified the tenants did not pay the rent in its entirety for March and not at all for April. She submitted a Monetary Order Worksheet setting out the rent owing by the tenants.

The landlord also submitted a copy of a text from one of the tenants confirming the balance owing the landlord for March 2018 as well as a text from the other tenant saying they would not be paying rent for April 2018.

The landlord claims the following amount outstanding for rent:

Rent owing for March 2018	\$500.00
Rent owing for April 2018	\$1,500.00
Three months rent - additional occupant (3 x \$300.00 a month)	\$900.00
<b>Total rent claimed</b>	<b>\$2,400.00</b>

The landlord issued a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* dated April 03, 2018 and personally served upon the tenants that day stating they may be evicted if they did not pay the rent in 5 days or apply for Dispute Resolution. The tenants did not pay the outstanding rent and they did not apply for dispute resolution. They vacated the premises on April 15, 2018.

The landlord submitted a Condition Inspection Report based upon an inspection which had been conducted at the start of the tenancy confirming the unit was clean and in good repair. The tenants signed the report on move-in. The landlord testified the tenants failed to appear for the inspection when they moved out. The report completed by the landlord alone on move-out, supported by many photographs submitted by her, notes damage to the premises, rubbish remaining and cleaning required for which the landlord claims compensation.

The landlord submitted invoices in support of her claim for reimbursement for the following expenses:

May 2, 2018	Rubbish removal	\$194.25
May 14, 2018	Repairs to door	\$105.00
April 25, 2018	Cleaning	\$420.00
<b>Total Expenses for Damage Claimed by Landlord</b>		<b>\$719.25</b>

The landlord testified she received written permission from the tenants to apply the security deposit to the rent owing but she was unable to produce the document at the time of the hearing.

The landlord continues to hold the security deposit in the amount of \$725.00 received at the beginning of the tenancy. The landlord's application to apply the security deposit to the claim was submitted on April 30, 2018, 15 days after the tenants vacated the premises.

### Analysis

#### Landlord's Claim for Rent

I accept the landlord's undisputed testimony the tenants owe rent of \$2,400.00 as claimed. I therefore grant the landlord's claim for unpaid rent in this amount.

#### Claim for Damages

To be successful in a claim for loss or damages, the application must provide sufficient evident to establish the following:

1. A loss or damage exists;
2. The loss or damage results from a violation of the *Act*, regulation, or tenancy agreement;
3. The value of the loss or damage is ascertained;

4. Steps have been taken to mitigate the loss or damage.

In the absence of any contrary evidence, I accept the landlord's testimony the tenants caused the damage she described. I find she has taken reasonable steps to mitigate the damage and has incurred the expenses claimed. I therefore grant the landlord's claim for reimbursement of expenses in the amount of \$719.25.

Claim for Filing Fee

As the landlord is successful in her application, I award her \$100.00 for reimbursement of the filing fee.

Summary of Allowed Claim

I summarize the allowed claims of the landlord as follows:

Rent owed	\$2,400.00
Damage to premises	\$719.25
Filing fee	<b>\$100.00</b>
(Less security deposit)	(\$725.00)
<b>Total Monetary Order</b>	<b>\$2,494.25</b>

Conclusion

The landlord is entitled to a Monetary Order in the amount of **\$2,494.25**. This Order must be served on the tenants. If the tenants fail to comply with this Order, the landlord may file the Order in the Provincial Court (Small Claims) and be 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 18, 2018

---

Residential Tenancy Branch