



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNRL MNDCL FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and compensation for damages pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

As only the landlord's agent attended the hearing, I asked the landlord's agent to confirm that the tenant had been served with the Notice of Dispute Resolution Proceeding package for this hearing.

The landlord's agent testified that the tenant had vacated the rental unit without providing the landlord with a forwarding address. However, the landlord's agent stated that the landlord, a large provincial Crown corporation which administers subsidized housing, has a tracking department which was able to locate the tenant's current address, in order to serve the documents for this hearing.

The landlord's agent testified that the tenant had been served with the notice of this hearing and the landlord's evidentiary materials by Canada Post registered mail on April 20, 2018. As proof of this service, the landlord submitted into evidence a Canada Post registered mail receipt with tracking number (noted on the cover sheet of this decision), and a copy of the tracking report which confirms that the landlord's notice of this hearing was delivered to and signed for by the tenant on April 25, 2018. As such, I find that the tenant was served with the notice of this hearing in accordance with section 89 of the *Act*.

Issue(s) to be Decided

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

Is the landlord entitled to a monetary award for compensation for damage or loss?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony presented, not all details of the submissions and arguments are reproduced here. Only the aspects of this matter relevant to my findings and the decision are set out below.

A written tenancy agreement was submitted into documentary evidence. The landlord's agent testified to the following information pertaining to the tenancy:

- The month-to-month tenancy began on September 1, 2012.
- Monthly rent of \$212.00 was payable on the first of the month.
- The tenant did not pay a security deposit during this tenancy.

As the tenant did not attend the hearing, the landlord's agent provided the following unchallenged testimony:

- The tenant failed to provide the required notice to end tenancy, and vacated the rental unit in May 2016.
- The tenant only made partial rent payments for the months of March and May 2016, with \$112.00 of outstanding rent owed for these months.
- During the tenancy, the tenant had fallen behind in her rent payments by \$655.00. On September 30, 2015, the tenant signed a rent repayment agreement in which she committed to paying back the rental arrears over the course of 13 months. The tenant vacated the rental unit prior to repaying all the rental arrears owed. Therefore, the landlord is seeking \$405.00 of rental arrears outstanding from the repayment agreement.
- The tenant left behind furnishings, personal belongings and waste, for which the landlord was required to dispose of at a cost of \$637.39. The landlord submitted into documentary evidence a receipt for the disposal cost, and a "Property Release Form" signed by the tenant agreeing that the landlord may remove and dispose of the tenant's property that was left behind at the rental unit.
- The landlord engaged the services of its tracking department to find the current address for the tenant, as the tenant had failed to provide the landlord with a forwarding address when she vacated the rental unit. On May 18, 2017, the

landlord sent the tenant a letter seeking payment of the amounts owed, including a “Statement of Tenant Dept Charges” setting out the specific amounts owed by the tenant to the landlord. The letter also provided the tenant with the option of contacting the landlord’s accounts receivable department if the tenant was unable to make the payment in full.

The landlord’s monetary claim is summarized in the table below:

Item	Amount
Unpaid rent for March and May 2016	\$112.00
Outstanding payments owed for rent repayment agreement	\$405.00
Disposal cost for furnishings, personal belongings, and waste	\$637.39
<b>Total of Landlord’s Monetary Claim</b>	<b>\$1,154.39</b>

### Analysis

Section 67 of the *Act* provides that, where an arbitrator has found that damages or loss results from a party not complying with the *Act*, regulations, or tenancy agreement, an arbitrator may determine the amount of that damage or loss and order compensation to the claimant.

The purpose of compensation is to put the claimant who suffered the damage or loss in the same position as if the damage or loss had not occurred. Therefore, the claimant bears the burden of proof to provide sufficient evidence to establish **all** of the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. The claimant has done what is reasonable to mitigate or minimize the amount of the loss or damage claimed, pursuant to section 7(2) of the *Act*.

In this case, the landlord has claimed for compensation for rental arrears and disposal costs. I have addressed my findings on each of these heads of claim.

#### 1) Rental Arrears

Section 26 of the *Act* requires that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent.

I accept the unchallenged sworn testimony of the landlord's agent, supported by the documentary evidence submitted, that the tenant was responsible for \$517.00 in rental arrears as a result of the tenant's failure to fulfill the terms of the rent repayment agreement, and for a portion of unpaid for the months of March and May 2016.

2) Disposal Costs

Section 37(2) of the *Act* sets out the requirements for a tenant to fulfill when vacating the rental unit, as follows, in part:

- 37(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,...

I accept the unchallenged sworn testimony of the landlord's agent, supported by the documentary evidence submitted, that the tenant vacated the rental unit leaving behind furnishings, personal belongings and waste that was required to be disposed of by the landlord at a cost of \$637.39, therefore, not leaving the rental unit reasonably clean and ready for the occupancy of another tenant.

Therefore, based on testimony and evidence presented, on a balance of probabilities, I find that the tenant failed to comply with sections 26 and 37 of the *Act*, and as a result of that non-compliance, the landlord suffered a monetary loss and is owed compensation for that loss. I find that the landlord provided sufficient documentary evidence to prove the existence of the loss and the actual monetary value of the loss. I find that the landlord attempted to mitigate the loss by sending the tenant a letter in May 2017 requesting payment of the money owed. As such, I find that the landlord is entitled to monetary compensation in the amount of \$517.00 for rental arrears owed by the tenant and \$637.39 for disposal costs.

Having been successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

In summary, I order that the tenant pay the landlord the sum of **\$1,254.39** in full satisfaction of the rental arrears and disposal costs, and recovery of the filing fee for this application.

Conclusion

I issue a Monetary Order in the landlord's favour in the amount of \$1,254.39 pursuant to sections 67 and 72 of the *Act*.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. 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: October 25, 2018

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Residential Tenancy Branch