



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord sought monetary compensation for unpaid rent and recovery of the filing fee.

Only the Landlord 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.

The Tenant did not call into this hearing, although I left the teleconference hearing connection open until 1:48 p.m. Additionally, I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

As the Tenant did not call in, I considered service of the Landlord's hearing package. The Landlord testified that she personally served the Tenant with the Notice of Hearing, their Application and supporting evidence on March 20, 2018. I accept the Landlord's undisputed testimony and find the Tenant was duly served as of March 20, 2018 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 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. Are the Landlords entitled to monetary compensation from the Tenant for unpaid rent?
2. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified that this tenancy began January 1, 2018. Monthly rent was payable in the amount of \$1,300.00.

The tenancy ended

By Decision dated March 20, 2018 the Landlord was granted a Monetary Order for Unpaid rent for January and February 2018 (the file number for that Decision is included on the unpublished cover page of this my Decision). The Landlord's claim for monetary compensation for unpaid rent for March 2018 was dismissed with leave to reapply.

In the within action the Landlord sought monetary compensation in the amount of \$1,300.00 for unpaid rent for March 2018 as well as compensation in the amount of \$150.00 in cleaning costs.

In terms of the request for cleaning costs the Landlord testified that the Tenant failed to clean the rental unit as required. In support they submitted an estimate from a cleaner in the amount of \$150.00. The Landlord confirmed that she paid this amount to have the rental unit cleaned.

Analysis

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.

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 Landlords have 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.

After consideration of the Landlords' undisputed testimony and evidence and on a balance of probabilities I find as follows.

This tenancy ended pursuant to an Application for an Order of Possession and monetary compensation after the service of a 10 Day Notice to End Tenancy. The hearing of that application did not occur until March 20, 2018 such that the Landlords were not able to regain possession of the rental unit until that time. I accept the Landlords' evidence that the Tenant failed to pay rent for March 2018 and as such the Landlords suffered a monetary loss for this amount. I find the Landlords are entitled to recovery of the **\$1,300.00** amount claimed.

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 accept the Landlords' evidence that the Tenant failed to clean the rental unit such that the Landlords incurred the cost of **\$150.00** to have it cleaned. I find the Landlords are entitled to recover this amount.

As the Landlords have been successful in their Application I award them recovery of the **\$100.00** filing fee pursuant to section 72 of the *Act*.

Conclusion

The Landlords are entitled to monetary compensation in the amount of **\$1,450.00** for loss of rent for March 2018 (\$1,300.00), cleaning costs (\$150.00) and recovery of the filing fee (\$100.00). The Landlords are granted a Monetary Order for \$1,450.00 and must serve the Order on the Tenant as soon as possible. Should the Tenant not pay the Landlord may file and enforce the Order 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: October 24, 2018

Residential Tenancy Branch