



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MND, MNSD, FF

### Introduction

On October 17, 2018, the Landlords submitted an Application for Dispute Resolution seeking a monetary order for loss of rent; for damage and cleaning of the rental unit; to retain the security deposit in partial satisfaction of the claim; and to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Landlord attended the hearing; however the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served the Notice of Dispute Resolution Proceeding documents using registered mail sent on October 25, 2018. The Landlords testified that the registered mail was sent to the address that the Tenant Mr. L. T. provided as his forwarding address after the tenancy had ended. The Landlord testified that registered mail was also sent to the Tenant Ms. H.T. at the same address. The Landlord provided a copy of the registered mail receipt and tracking information.

I find that the Tenant, Mr. L.T. was served with notice of the hearing in accordance with sections 89 and 90 of the Act. I find that the Tenant Ms. H.T. was not served with the notice of the hearing because there is insufficient evidence from the Landlords that both Tenants both moved to the new address. Consequently, and monetary order issued will only name the Tenant Mr. L.T.

The hearing process was explained and the Landlords provided affirmed testimony. The Tenant testified that she received a copy of the Landlord's documentary evidence.

The parties were provided the opportunity to attend the hearing and present their evidence orally and in written and documentary form.

Since the Tenant did not attend, the Landlords' claims are unopposed.

### Issues to be Decided

- Are the Landlords entitled to a monetary order to recover unpaid rent?

- Are the Landlords entitled to a monetary order for damage and cleaning?
- Are the Landlords entitled to keep the security deposit towards unpaid rent?
- Are the Landlords entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlords testified that the tenancy began on August 1, 2018, on a month to month basis. Rent in the amount of \$1,175.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$585.00. The Landlord provided a copy of the tenancy agreement.

### Landlord's Claims

#### Loss of Rent

The Landlord testified that the tenancy ended on October 9, 2018. The Landlord testified that the Tenants failed to pay the rent owing under the tenancy agreement for the month of October 2018. The Landlord testified that he suffered a loss of rent in the amount of \$1,175.00.

The Landlord provided an email dated September 28, 2018, from the Tenant indicating that the Tenant is moving out with seven days' notice. The Landlord testified that the Tenant moved out on October 9, 2018.

#### Cleaning

The Landlords testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlords testified that they hired a person to clean the entire rental unit. The Landlords provided eight photographs taken of the rental unit at the end of the tenancy. The Landlord testified that it took a cleaner over five hours to clean the unit. The Landlords provided an email invoice from the cleaner for the amount of \$135.00.

#### Paint Supplies \$169.98

The Landlords testified that the rental was brand new and had just been painted prior to the start of the tenancy. The Landlords testified that the walls required touch up painting due to marks, gouges and scuffs. The Landlord provided eight photographs taken of the rental unit at the end of the tenancy. The Landlord is seeking to recover the cost of paint and supplies for the repairs. The Landlord provided a copy of invoices for the cost of the materials.

#### Security Deposit

The Landlord is seeking to keep the security deposit of \$585.00 in partial satisfaction of the claim for the loss of rent.

### Analysis

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises provides:

*a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

The Residential Tenancy Policy Guideline # 16 Claims in Damages provides:

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I make the following findings:

The Tenant was served with the Notice of Dispute Resolution Proceeding and did not attend the hearing to respond to the claims.

#### Loss of Rent

I find that the Tenant did not give the Landlord the proper amount of notice to end the tenancy. The Landlord is entitled to be put in the same position as if the tenancy was ended correctly. I find that the Tenant owes the Landlord the rent for the month of October 2018. I award the Landlord \$1,175.00.

#### Cleaning Costs

I find that the Tenant is responsible for damage and cleaning costs at the rental unit at the end of the tenancy. I find that the Tenant is responsible to pay the Landlord the amount of \$135.00 for the cost of cleaning and repairs.

#### Painting Supplies

I find that the Tenant is responsible for the Landlord's costs to purchase paint and materials at the end of the tenancy. I find that the unit had been freshly painted at the start of the tenancy. I find that the Tenant is responsible to pay the Landlord the amount of \$169.98 for the cost of paint and materials.

#### Security Deposit \$

I order that the Landlord can keep the security deposit in the amount of \$585.00 in partial satisfaction of the claim for unpaid rent.

#### Filing Fee

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

Monetary Award

I find that the Landlord has established a total monetary claim of \$1,579.98 comprised of unpaid rent; cleaning costs, damage costs and the \$100.00 fee paid by the Landlord for this hearing.

After setting off the security deposit of \$585.00 towards the claim of \$1,579.98, I find that the Landlord is entitled to a monetary order in the amount of \$994.98. This monetary 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 was successful in his claims for loss of rent, cleaning costs, and damage.

I order that the Landlord can keep the security deposit in the amount of \$585.00 in partial satisfaction of the claim for unpaid rent.

The Landlord is granted a monetary order in the amount of \$994.98.

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 14, 2019

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Residential Tenancy Branch