



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      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 pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement 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 1:45 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 October 26, 2018, copies of the Application for Dispute Resolution and Notice of Hearing were personally served to both tenants by a process server. The landlord provided a certificate of service and invoice for the service charge in support. The landlord testified that on October 28, 2018 he delivered copies of his evidence package to both tenants via registered mail.

Based on the above evidence, I am satisfied that the tenants were personally served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenants.

### Issues

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

### Background and Evidence

The tenancy began on March 1, 2017 with a monthly rent of \$1225.00 payable on the 1<sup>st</sup> day of each month. The tenants paid a security deposit of \$525.00 at the start of the tenancy which the landlord continues to hold. The tenancy ended on October 7, 2018 when the tenants vacated without notice to the landlord.

The landlord is claiming \$5000.00 in outstanding rent. The landlord submitted a monetary order worksheet detailing the rent outstanding for each month for the period of April 2018 to October 2018. The landlord testified that the tenants were having some personal issues during this period and only made sporadic payments towards rent. The landlord testified the tenants abandoned the rental unit on October 7, 2018 without any prior notice to the landlord.

The landlord is also claiming \$180.00 in expenses incurred for removal of garbage and personal belongings left behind by the tenants. The landlord submitted various pictures of the mess left behind by the tenants. The landlord submits this expense was for the dumping fees. The landlord testified that he had a receipt for this expense but forgot to include it with his evidence.

### 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.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's undisputed testimony that the tenants were in rent arrears of \$5000.00 as detailed by the landlord in the monetary order worksheet. I also find that the tenants did not leave the rental unit reasonably clean at the end of the tenancy as supported by the landlord's undisputed testimony and picture evidence. Although the landlord did not submit a receipt for the dumping fees, I find \$180.00 to be a reasonable charge based upon the amount of garbage left behind by the tenants.

I find the landlord has suffered a loss as claimed in the amount of \$5180.00.

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 \$5280.00.

The landlord continues to hold a security deposit and pet deposit in the amount of \$525.00. 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 \$4755.00.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$4755.00. Should the tenants 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 19, 2019

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Residential Tenancy Branch