



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** FFL MNDCL-S MNDL-S

### **Introduction**

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

- and a monetary order for money owed or compensation monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlord attended the hearing by way of conference call, the tenant did not. I waited until 1:41 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence by way of registered mail on January 14, 2019. The package was sent to the forwarding address provided by the tenant on January 9, 2019. The landlord provided Canada Post a tracking number in their evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on January 19, 2019, five days after its registered mailing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for losses?

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

### **Background and Evidence**

The landlord testified regarding the following facts. This fixed-term tenancy began on September 1, 2018, and was to end on August 31, 2019. Monthly rent was set at \$950.00, and the landlord collected a security deposit and pet damage deposit of \$475.00 each deposit, which the landlord still holds. A copy of the tenancy agreement was included in the landlord's evidence.

The landlord testified that the tenant moved out early on December 16, 2018. The landlord testified that he was able to mitigate his losses and re-rent the rental unit, and therefore is not applying for losses associated with the early end of the fixed-term tenancy.

The landlord is applying for compensation in the amount of \$466.87 for failing to leave the rental unit in reasonably clean and undamaged condition. The landlord provided detailed evidence to support his losses including photos of the rental unit.

### **Analysis**

Section 37(2)(a) of the *Act* stipulates 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 find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite. I find that the landlord complied with sections 23 and 35 of the *Act* by performing condition inspection reports for both the move-in and move-out. Accordingly, I find the landlord is entitled to compensation for the losses claimed. I issue a monetary award of \$466.87 for the tenant's failure to comply with section 37(2)(a) of the *Act*.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain a portion of the tenant's security deposit and pet damage deposit in satisfaction of the monetary claim.

### **Conclusion**

I allow the landlord's monetary claim for losses as set out in the table below, which may be offset by the security and damage deposit held by the landlord..

I issue a Monetary Order in the amount of \$383.13 in the tenant's favour for the return of the remainder of their security and pet damage deposit. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible. Should the landlord(s) 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.

| <b>Item</b>  | <b>Amount</b>   |
|--|-----------------|
| Monetary Order for Tenant's Failure to Comply with section 37(2)(A) of the Act | \$466.87        |
| Filing Fee   | 100.00          |
| Security Deposit & Pet Damage Deposit  | -950.00         |
| <b>Total Monetary Order to Tenant</b>  | <b>\$383.13</b> |

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: May 6, 2019

---

Residential Tenancy Branch