



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent and utilities, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on April 2, 2019. The Landlord continued to say the Tenants refused delivery of the registered mail package and it was returned to the Landlord. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

### Issues(s) to be Decided

1. Are there rent and or utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and utilities and if so how much?
3. Is there a loss or damage and if so how much?
4. Is the Landlord entitled to compensation for the loss or damage and if so how much?
5. Is the Landlord entitled to keep the Tenants' security deposits?

### Background and Evidence

This tenancy started on August 1, 2018 as a month to month tenancy. Rent was \$1,300.00 per month payable at the end of the month. The Tenants paid a security deposit of \$650.00 on July 11, 2018. The Landlord said the Tenants moved out of the rental unit on February 28, 2019. The Landlord said a move in condition inspection was completed on August 2, 2018 and a move out inspection was completed on February 27, 2019.

The Landlord said that the Tenants did not pay \$1,300.00 of rent for February, 2019 and the utilities for February 2019 in the amount of \$155.96. The Landlord submitted the utility bill and pro-rated it until February 28, 2019.

The Landlord continued to say that she is claiming for repairs to the rental unit in the amount of \$1,653.75 which is an estimate submitted into evidence by the Landlord. Further the Landlord is requesting compensation for cleaning and garbage removal in the amount of \$290.00. The Landlord submitted photographs of the unclean unit and the Landlord submitted receipts in the amounts of \$120.00, \$110.00 and \$60.00 for cleaning costs. As well the Landlord said they are requesting \$500.00 for deodorizing the rental unit as the Tenants smoked in the unit and the tenancy agreement stated no smoking in the unit. As well, the Tenants had dogs and the tenancy agreement did not allow pets. Consequently the Landlord said the unit was smelly and needs to be deodorized, but they have no idea what that would cost so they requested \$500.00.

The Landlord also requested to recover the \$100.00 filing fee for this application.

### Analysis

Section 26 says 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.

The Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the rent of \$1,300.00 for February 2019. Further, unpaid utilities are treated as unpaid rent if the Landlord gives the Tenants a formal demand to pay the utility bills. I find the Landlord has given the Tenants that demand in the application and therefore I award the Landlord \$155.96 of unpaid utilities.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has provided receipts and photographs for her claims of cleaning in the amount of \$290.00; I therefore award \$290.00 to the Landlord for clean costs. As well, I accept the estimate submitted by the Landlord for damages to the rental unit in the amount of \$1,653.75 and I award this amount to the Landlord.

With regard to the Landlords' claim for deodorizing in the amount of \$500.00, I find that there is no supporting evidence to justify this amount as the Landlord did not provide an estimate or quote to deodorize the rental unit. Consequently, I dismiss this claim without leave to reapply.

As the Landlords have been successful in this matter, she is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,300.00
	Unpaid utilities	\$ 155.96
	Damages	\$ 1,653.75
	Cleaning	\$ 290.00
	Recover filing fee	\$ 100.00
	Subtotal:	\$3,499.71
Less:	Security Deposit	\$ 650.00
	Subtotal:	\$ 650.00
	Balance Owing	\$ 2,849.71

Conclusion

A Monetary Order in the amount of \$2,849.71 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: June 24, 2019

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Residential Tenancy Branch