



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a monetary order for unpaid rent and compensation for 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 CF attended the hearing by way of conference call, the tenant did not. I waited until 1:52 p.m. to enable the tenants 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 on by way of registered mail to the forwarding address provided by the tenant on March 6, 2019. The landlord provided a tracking number in their evidence package and well as a signed, confirmation of service on March 7, 2019. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on March 7, 2019. The tenant did not provide any evidence for this hearing.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for unpaid rent and losses pursuant to section 67 of the *Act*?

Are the landlords entitled to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began on September 1, 2017, with monthly rent set at \$1,019.00. The landlords still holds a security deposit and pet damage deposit in the amount of \$490.00 each deposit. The landlord testified that the tenant moved out on February 12, 2019, and failed to pay rent or utilities for February 2019, or attend the move-out inspection despite given multiple opportunities to do so.

The landlord provided the following list of losses and money owed, with corresponding invoices and receipts:

Item	Amount
Cleaning Supplies	\$7.82
Light fixtures, light bulbs, pad lock, entry carpet	118.00
8 hours cleaning	160.00
Cleaning supplies, dryer venting	91.86
Labour for cleaning & repairs	1,050.00
Drywall filler and paint for pet damage to walls & window sills	35.65
Paint for pet damage to walls/ window sills	25.02
Carpet Shampooing	99.75
Replace missing window treatments/blinds	111.92
Replace dishwasher as door broken beyond repair (used purchased from online ad)	120.00
Dishwasher connection hose	19.36
Replace damaged and missing light fixtures	118.25

Replace broken/missing light fixtures	20.32
Outstanding February 2019 rent	1,019.00
Unpaid Hydro Bill	101.94
Unpaid Gas Bill	59.48
Total Monetary Order Requested	\$3,158.37

The landlord testified that the tenant failed to leave the rental unit in reasonably clean and undamaged condition. The landlords provided detailed evidence to support their claim, which included both move in and move out inspection reports, invoices, receipts, as well as photos and links to video evidence.

The landlord mitigated the tenant's exposure to the losses claimed by locating and purchasing a used dishwasher instead of replacing with a brand new one. The landlord is also seeking a monetary order for the unpaid rent and utilities owed for February 2019.

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 landlords provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite.

Section 36 of the *Act* states the following:

Consequences for tenant and landlord if report requirements not met

- 36** (1) *The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if*
- (a) the landlord complied with section 35 (2) [2 opportunities for inspection], and*
 - (b) the tenant has not participated on either occasion.*

I am satisfied that the landlords complied with the *Act*, and provided two opportunities for the tenant to attend the move-out inspection, but the tenant failed to do so. I am also satisfied that the landlords provided detailed, undisputed evidence to support their claims and losses, and I am satisfied that the landlords had made an effort to mitigate

the tenant's exposure to the landlords' monetary losses, as is required by section 7(2) of the *Act*. I, therefore, allow the landlords' monetary claim of \$1,977.95.

I am also satisfied that the landlords had provided sufficient evidence to support that the tenant failed to pay rent and utilities for the month of February 2019. Accordingly, I allow the landlords' monetary claim of \$1,180.42 for the unpaid rent and utilities for February 2019.

The landlord continues to hold the tenant's security and pet damage deposit of \$490.00 each deposit. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's deposits in partial satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$2,278.37 in the landlords' favour under the following terms which allows a monetary award for damage and losses caused by the tenant, as well as recovery of the filing fee. The landlords may retain the security and pet damage deposits in partial satisfaction of their monetary claim.

Item	Amount
Cleaning Supplies	\$7.82
Light fixtures, light bulbs, pad lock, entry carpet	118.00
8 hours cleaning	160.00
Cleaning supplies, dryer venting	91.86
Labour for cleaning & repairs	1,050.00
Drywall filler and paint for pet damage to walls & window sills	35.65
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Carpet Shampooing	99.75
Replace missing window treatments/blinds	111.92
Replace dishwasher as door broken beyond repair (used purchased from online ad)	120.00

Dishwasher connection hose	19.36
Replace damaged and missing light fixtures	118.25
Replace broken/missing light fixtures	20.32
Outstanding February 2019 rent	1,019.00
Unpaid Hydro Bill	101.94
Unpaid Gas Bill	59.48
Filing Fee	100.00
Less Security & Pet Damage Deposit	-980.00
Total Monetary Order	\$2,278.37

The landlords are provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant 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: June 19, 2019

Residential Tenancy Branch