



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PCPM AS AGENT FOR PACIFIC COVE ISLAND  
PROPERTIES and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** FFL MNDL MNRL

### **Introduction**

This hearing dealt with the landlord's 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's agents, TK and NA, attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord's agents were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agents testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence by way of registered mail on May 10, 2019. The landlord provided Canada Post tracking numbers in their evidentiary materials. In accordance with sections 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on May 15, 2019, five days after its registered mailing.

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

Is the landlord entitled to monetary compensation for unpaid rent and losses?

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

## **Background and Evidence**

This month-to-month tenancy began on February 1, 2019, and ended on March 31, 2019. The monthly rent was set at \$1,400.00, payable on the first of the month. The landlord collected, and still holds, a security deposit in the amount of \$700.00.

The landlord is requesting monetary compensation as follows:

Unpaid Rent	\$370.00
Cost to repair blinds	59.83
Carpet Cleaning	168.00
<b>Total Monetary Award Requested</b>	<b>\$597.83</b>

The landlord's agents testified that the tenant failed to pay the outstanding rent for this tenancy in the amount of \$370.00. The landlord provided the detailed account information for the tenant in support of this claim.

The landlord's agents also testified that the tenant failed to leave the rental unit in reasonably clean and undamaged condition. The landlord is seeking reimbursement of the cost of carpet cleaning as well as the cost of repairing the portion of the damaged blinds. The landlord provided documentary evidence in support of their claim, including the move-in and move-out inspection report as well as invoices and receipts.

## **Analysis**

**Section 26** of the Act, in part, states as follows:

### ***Rules about payment and non-payment of rent***

**26 (1)** *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.*

I find that the tenant was obligated to pay the rent and utilities as per the tenancy agreement and the Act. I find the landlord provided undisputed evidence to support that the tenant has failed to pay the outstanding rent for this tenancy. I find that the tenant did they have an order from an Arbitrator allowing them to deduct all or a portion of the rent, nor do I find that the tenant had a right under the Act to deduct or withhold all or

portion of the rent. Accordingly, I allow the landlord a monetary order in the amount of \$370.0 for the outstanding rent.

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 condition except for reasonable wear and tear. I have reviewed the landlord's monetary claim for damages, and documents in support of their claim. I am satisfied that the landlord provided sufficient evidence to support that the tenant failed to leave the home in reasonably clean and undamaged condition, and that the landlord had suffered a monetary loss due to the tenant's failure to comply with the *Act* and tenancy agreement. Accordingly, I allow the landlord's monetary claim for carpet cleaning and repairs to the blinds.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As the landlord was successful in their application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

The landlord continues to hold the tenant's security deposit of \$700.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain a portion of tenant's security deposit in satisfaction of the monetary claim.

### **Conclusion**

I allow the landlord's monetary claims as set out in the table below.

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

The tenant will be issued a monetary order for the return of the remaining portion of her security deposit.

Unpaid Rent	\$370.00
Cost to repair blinds	59.83
Carpet Cleaning	168.00
Filing Fee	100.00
Less Security Deposit Held by Landlord	-700.00
<b>Return of remaining security deposit to the tenant</b>	<b>\$2.17</b>

The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord 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: July 22, 2019

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Residential Tenancy Branch