



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT  
COMMISSION 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 damages to the rental unit pursuant to section 67;
- A monetary order for unpaid rent pursuant to section 67;
- Authorization to recover the filing fees from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:47 P.M. to enable the tenant to call into this teleconference hearing scheduled for 1:30 P.M. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference. The landlord attended the hearing, represented by BR ("landlord") and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceedings via registered mail on February 25, 2019. The tracking number for this mailing is recorded on the cover page of this decision. A copy of the confirmation of delivery from Canada Post provided as evidence by the landlord indicates the tenant signed for the package on February 28, 2019. I find the tenant deemed served with the package on February 28, 2019 in accordance with sections 89 and 90 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages to the rental unit and for unpaid arrears in rent?

Is the landlord entitled to recover her filing fee?

### Background and Evidence

The landlord provided the following undisputed testimony. The month to month tenancy began on April 1, 2016. A condition inspection report was completed at the commencement and was provided as evidence. The tenant moved out of the rental unit on December 31, 2017. The landlord offered January 2, 2018 as a final opportunity to inspect the rental unit and complete a condition inspection report. The tenant did not participate in the inspection and one was completed in her absence. Copies of the notice of final opportunity and move-in/ move-out inspection reports were provided as evidence.

When she moved out, the tenant left behind debris and clutter in the rental unit, requiring cleaning and debris removal. Photographs of the unclean rental unit and an invoice from the building manager seeking \$60.00 for moveout cleaning and \$80.00 for debris removal was provided as evidence.

On February 21, 2018, the tenant signed a repayment agreement indicating she owed \$750.00 in rental arrears. The landlord testified the tenant has paid \$100.00 of arrears leaving \$650.00 in rental arrears owing. As evidence, the landlord provided an accounts receivable report.

### Analysis

- Rental Arrears

Rule 6.6 of the Residential Tenancy Rules of Procedure indicate the onus to prove their case is on the person making the claim. The standard of proof is on a balance of probabilities. If the applicant is successful in proving it is more likely than not the facts occurred as claimed, the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; and
4. Steps taken, if any, to mitigate the damage or loss.

In this case, the landlord has provided undisputed evidence that the tenant has acknowledged she owed \$750.00 in rental arrears and has paid it down to \$650.00. I am satisfied the tenant continues to owe rental arrears pursuant to the repayment agreement signed by the tenant on February 21, 2018. I award the landlord **\$650.00** as compensation for the rental arrears.

- Cleaning /debris removal

Residential Tenancy Branch Policy Guideline PG-1 [Landlord and Tenant – Responsibility for Residential Premises] indicates:

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The

tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.”

The landlord has provided undisputed and compelling evidence that the tenant left the rental unit in an untidy, unclean state when she moved out. I find the building manager's invoice for \$140.00 to clean the rental unit and remove the debris to be a suitable amount to perform this work. I award the landlord **\$140.00** for this work.

As the landlord's application was successful, the landlord is also entitled to recovery of the **\$100.00** filing fee for the cost of this application.

Item	Amount
Rental Arrears	\$650.00
Cleaning and debris removal	\$140.00
Filing fee	\$100.00
<b>Total</b>	<b>\$890.00</b>

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$890.00**.

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 10, 2019

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Residential Tenancy Branch