



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S MNRL-S

Introduction

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

- retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss 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.

The landlord attended the hearing. The landlord had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled hearing time for ten minutes to allow the landlord the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct participant code was provided to the tenant.

The landlord testified that the tenant passed away in approximately October 2018. The landlord testified that the tenant's wife continued to reside in the property and pay rent until approximately March 2019. The landlord testified that they have not been notified that a probate estate has been commenced on behalf of the decedent tenant.

The landlord testified that the tenant's wife provided a forwarding address in May 2019. The landlord testified that they served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent to the forwarding address provided by the tenant's wife on May 21, 2019. The landlord provided the Canada Post

tracking number in support of service referenced on the first page of the decision. Based on the undisputed testimony of the tenant, I find the landlord has sufficiently served the tenant pursuant to section 71(2)(c) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The tenancy started on December 9, 2010. The monthly rent was \$2,000.00, due on the first day of each month. The tenant paid a \$1,000.00 security deposit.

The landlord testified that the tenant passed away in approximately October 2018. The tenant's wife continued residing in the rental unit and paying the monthly rent.

The landlord testified that he contact the tenant's wife on March 5 or 6, 2019 asking her about the March 2019 rent payment. The tenant's wife advised the tenant that she had already vacated the rental unit. The tenant's wife did not pay the March 2019 rent. The landlord is claiming rent of \$2,000.00 for March 2019.

The landlord testified that that floor was very dirty and it needed to be shampooed. The landlord also pointed out the tenancy agreement requires the tenant to get a professional carpet shampoo at the end of the tenancy. The landlord provided an invoice of \$199.50 to have the carpets professional cleaned.

The landlord also testified that the rental until was extremely dirty. The landlord testified that the tenants left multiple garage full of bags of garbage and boxes of junk in the property. The tenant also left old furniture and food in the refrigerator. The tenant's wife advised the landlord that they were abandoning the items left in the house. The landlord presented an invoice of \$655.01 to have the garbage professionally removed from the

property. The landlord also provided a cleaning invoice of \$283.50 to clean the rental unit. The cleaning invoice was calculated at nine hours of cleaning labour at rate of \$30.00 per hour.

Analysis

I find that the tenant has not paid rent for March 2019. Pursuant to section 7(1) of the *Act* which states, "If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results." I find the landlord is entitled to a monetary award of \$2,000.00 for unpaid rent in March 2019.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. The purpose of compensation is to put the claimant who suffered the damage or loss in the same position as if the damage or loss had not occurred.

In this matter, based upon the undisputed testimony of the landlord, I find that the tenant caused the landlord to sustain a loss by not leaving the property in a reasonably clean condition. Based upon the landlord's undisputed testimony and the written invoices provided, I find that landlord has sustained a loss of 199.50 for carpeting cleaning, a loss of \$655.01 for garbage removal and a loss of \$283.50 for cleaning. Furthermore, I find that the tenant has caused these losses and the landlord has acted reasonably to mitigate these losses. Accordingly, I grant the landlord's claims for \$199.50 for carpet cleaning, \$655.01 for garbage removal and \$283.50 for cleaning.

Since the landlord has prevailed in this matter, I grant the landlord's application for reimbursement of the filing fee pursuant to section 72 of the *Act*.

Furthermore, since the landlord is holding the security deposit, I authorize the landlord to retain the security deposit and apply it towards to the amount owing herein.

Accordingly, I grant the landlord an award of \$2,238.01, calculated as follows.

<u>Item</u>	<u>Amount</u>
March 2019 rent	\$2,000.00

Carpet cleaning	\$199.50
Garage removal	\$655.01
Cleaning	\$283.50
Filing fee	\$100.00
Less: Security deposit	-\$1,000.00
Total	\$2,238.01

Conclusion

I grant the landlord a monetary order against the tenant in the amount of **\$2,238.01**. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court to be 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: August 20, 2019

Residential Tenancy Branch