



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding British Columbia Housing Management  
Commission and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNDC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 22, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing and evidence to the Tenant by registered mail on May 15, 2019. The Landlord stated that the Tenant phoned their office and provided her updated mailing address, which is where this package was sent to. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed on May 20, 2019. I am satisfied the Landlord has sufficiently served the Tenant with the Notice of Hearing and evidence.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?

### Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report. The Landlord stated that the Tenant moved out around May 14, 2018, and failed to clean up. The Landlord provided photos of debris piles, stains, and dirt all over the rental unit. The Landlord also provided a copy of the invoice showing that it cost \$600.00 to dispose of all the Tenant's abandoned belongings, and the clean the entire rental unit, as nothing was done by the Tenant. The Landlord stated that it took at least 9 or 10 hours to complete the cleanup of the rental unit, plus dump fees.

The Landlord also stated that the Tenant was behind on rent at the time she moved out, and still owes \$139.00. The Landlord stated that the Tenant received a subsidized rent and although May 2019 rent was only \$279.00, the Tenant could only pay \$140.00. The Landlord is seeking to recover the remaining amount for May, \$139.00.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant left a substantial mess after she moved out. I find the Landlord has sufficiently demonstrated that the cleaning fees, and dump fees they incurred were reasonable given the state of the rental unit (photos, testimony). I also find there is sufficient evidence to show that the Tenant failed to pay part of her last month rent (May 2018), and she still owes \$139.00. I find the Landlord is entitled to the full amount of their claim, \$739.00.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I award \$839.00, as laid out above.

Conclusion

The Landlord is granted a monetary order in the amount of **\$839.00**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and 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 22, 2019

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Residential Tenancy Branch