



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      FFL MNDCL-S MNRL-S

### **Introduction**

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

- a monetary order for unpaid rent and utilities pursuant to section 67;
- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:41 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent, ST ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenants were served with the landlord's application for dispute resolution hearing package and evidence on September 11, 2019 by way of registered mail. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were deemed served with the landlord's application and evidence on September 16, 2019, five days after its registered mailing.

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

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to compensation for losses or damage to the rental unit?

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

### **Background and Evidence**

This month-to-month tenancy began on May 1, 2019. Monthly rent was set at \$1,050.00, payable on the first of every month. The landlord had collected a security deposit in the amount of \$525.00, which the landlord still holds.

The landlord obtained an Order of Possession dated September 3, 2019 following an ex parte direct request proceeding. The landlord testified that the tenants had moved out, and the keys were returned to him on September 29, 2019. The landlord's agent testified that the tenants failed to pay the September 2019 Rent. The landlord was able to mitigate his losses and re-rent the unit for October 2019. The landlord submitted an updated monetary worksheet for his claim as the landlord was able to re-rent the unit for October 2019.

The landlord's agent testified that he is seeking a monetary claim for the following items. The landlord's agent testified that the tenants failed to leave the rental unit in reasonably clean and undamaged condition. The landlord provided evidence in support of his claim including photos and an invoice in the amount of \$287.00. The landlord also testified that the tenants failed to pay the September 2019 rent. The landlord is seeking a monetary order for these losses, as well as for recovery of the filing fee.

### **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 landlord provided sufficient evidence to show that the tenants did not take reasonable care and attention when vacating the suite. Accordingly, I find the landlord is entitled to compensation in the amount of \$287.00 for the tenants' failure to leave the rental unit in reasonably clean and undamaged condition.

**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.

The landlord provided undisputed evidence at this hearing that the tenants did not pay rent for the month of September 2019. On this basis, I allow the landlord to recover the unpaid rent for September 2019.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenants' security deposit in partial satisfaction of his claim.

### **Conclusion**

I allow the landlord to recover his losses associated with the tenants' failure to leave the rental unit in reasonably clean and undamaged condition. I also allow the landlord to recover the September 2019 rent and the filing fee for this application. I issue Monetary Order in the amount of \$912.00 in the landlord's favour as set out in the table below.

<b>Item</b>	<b>Amount</b>
Invoice for Repairs	\$287.00
September Rent	1,050.00
Filing Fee	100.00
Less security deposit held by landlord	-525.00
<b>Total Monetary Order</b>	<b>\$912.00</b>

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenants 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: January 9, 2020

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Residential Tenancy Branch