



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KOROLEK MANAGEMENT INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** FFL MNDCL-S 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 or utilities, pursuant to section 67;
- a monetary order for monetary loss or money owed pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent NK 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 for this hearing.

The landlord testified that the tenant was sent a copy of the dispute resolution hearing package ("Application") and evidence was personally served to the tenant by an agent on October 22, 2019. In accordance with sections 88 and 89 of the *Act*, I find that the tenant duly served with the Application and evidence on October 22, 2019. The tenant did not submit any written evidence for this hearing.

### **Issues to be Decided**

Is the landlord entitled to a monetary award for unpaid rent or money owed?

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

### **Background and Evidence**

This fixed-term tenancy began on June 15, 2019, and was to end on May 31, 2020. The tenant moved out on September 13, 2019 after she was served with a 10 Day Notice for Unpaid Rent. Monthly rent was set at \$1,200.00, payable on the first of every month. The landlord collected a security deposit in the amount of \$600.00, which the landlord still holds.

The landlord is seeking a Monetary Order for \$1,800.00 in unpaid rent for this tenancy, as well as \$500.00 for cleaning and \$19.00 for the cost of replacing missing items as noted in the move-in and move-out inspection report. The landlord provided copies of the reports, photos, as well as receipts in their evidentiary materials. The landlord performed the cleaning herself, which the landlord states took more than 12 hours. The landlord submitted the monetary claim using a calculation of \$50.00 per hour for 10 hours of cleaning.

### **Analysis**

The landlord provided undisputed evidence at this hearing, as the tenant did not attend.

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 that the tenant failed to pay \$1,800.00 in outstanding rent for this tenancy. Therefore, I find that the landlord is entitled to \$1,800.00 in 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.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the

amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss

The landlord is applying for \$500.00 in cleaning costs as she cleaned the rental unit herself. I find that the landlord has provided sufficient evidence to support that the tenant failed to leave the rental unit in reasonably clean condition when she moved out. I am not satisfied that the landlord provided sufficient evidence to support the value of this loss. The landlord provided a calculation with an hourly wage of \$50.00, which was not supported by paystubs, estimates, or quotations for similar services of this nature. As per RTB Policy Guideline 16, where no significant loss has been proven, but there has been an infraction of a legal right, an arbitrator may award nominal damages. Based on this principle, I award the landlord nominal damages of \$200.00 for the cleaning.

I find the landlord supported her losses for the missing items with receipts. Accordingly, I allow the landlord a monetary order in the amount of \$19.00 for the missing items.

The landlord continues to hold the tenant's security deposit of \$600.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary claim.

As the landlord was successful in their application, I find that the landlord is entitled to recover the filing fee for this application.

### **Conclusion**

I issue a \$1,519.00 Monetary Order in favour of the landlord for the losses associated with this tenancy as set out in the table below:

<b>Item</b>	<b>Amount</b>
Unpaid Rent	\$1,800.00
Cleaning	200.00
Missing Items	19.00
Recovery of Filing Fee for this Application	100.00
Security Deposit	-600.00
<b>Total Monetary Order</b>	<b>\$1,519.00</b>

The tenant must be served with this Order as soon as possible. Should the tenant 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: February 4, 2020

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Residential Tenancy Branch