



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL, MNDCL-S**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

I conducted this hearing by teleconference. The landlord attended and provided affirmed testimony and presented oral and written evidence.

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

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on February 26, 2020 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on March 2, 2020.

The landlord provided the Canada Post Tracking Number in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the

tenant with the Notice of Hearing and Application for Dispute Resolution on March 2, 2020.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing. The landlord submitted substantial and complete documents in support of the claims which were well organized and thorough.

The tenancy began in November 2019 for monthly rental of \$850.00 payable on the first of the month which included utilities. At the beginning of the tenancy, the tenant provided a security deposit of \$375.00. The landlord submitted a copy of the tenancy agreement. A condition inspection was conducted on moving out and a copy was submitted in evidence.

The tenant vacated the unit January 31, 2020 after providing only two weeks notice to the landlord. The tenant promised to send the landlord rent for the month of February 2020 but did not do so. The landlord testified the unit needed cleaning of 1.5 hours, observations which are reflected in the report and signed by the tenant.

In the report, the tenant provided her forwarding address. The landlord brought this Application on February 13, 2020.

The landlord testified that the landlord carried out 1.5 hours of cleaning valued at \$25.00 and requested compensation of \$37.50.

The landlord testified that the tenant vacated leaving \$850.00 owing for rent for February 2020. The landlord stated she has made reasonable efforts to find a new occupant for the unit, but that the unit remains vacant.

The landlord requested reimbursement of the following expenses:

ITEM	AMOUNT
Rent February 2020	\$850.00
Cleaning	\$37.50
Filing fee	\$100.00
(Security deposit)	(\$375.00)
<b>TOTAL CLAIM</b>	<b>\$612.50</b>

The landlord requested a monetary order of \$612.50 as compensation for rent and the filing fee, as well as authorization to apply that amount from the security deposit.

### Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at:

[www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant).

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement.

Section 7(1) of the *Act* provided that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.

3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award.

I have considered all the evidence submitted by the landlord and the condition inspection report on moving out. I found the landlord to be a credible witness whose evidence was supported by documents.

Taking into account the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the unit needed cleaning when the tenant vacated, the tenant is responsible for the lack of cleanliness and agreed to compensate the landlord in the amount claimed, the landlord incurred the amount claimed in cleaning expenses, and the landlord took all reasonable steps to mitigate expenses. I find the landlord is entitled to a monetary award in the amount requested for this aspect of the claim.

I find the landlord has met the burden of proof on a balance of probabilities that the tenant did not provide adequate notice to the landlord, the tenant vacated at the end of January 2020 without providing one month's notice, and the landlord made all reasonable efforts to mitigate damages and find a new occupant. I find the landlord suffered a loss of rent for the month of February 2020 for which the tenant is responsible to compensate the landlord. I find the tenant owes the landlord for one month's rent for February 2020. I accordingly grant a monetary award to the landlord in the amount claimed of \$850.00.

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee in the amount of \$100.00.

I authorize the landlord to apply the security deposit to the monetary award pursuant to section 72.

I grant a monetary order to the landlord in the amount of **\$639.81**. My award to the

landlord is summarized as follows:

ITEM	AMOUNT
Rent February 2020	\$850.00
Cleaning costs	\$37.50
Filing fee	\$100.00
(Security deposit)	(\$375.00)
<b>TOTAL AWARD</b>	<b>\$612.50</b>

### Conclusion

The landlord is entitled to a monetary order in the amount of **\$612.50**. 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) 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: March 16, 2020

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Residential Tenancy Branch