



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR-S, MND-S, MNDC-S

### Introduction

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

- 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;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The landlord attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on February 6, 2020. The landlord also stated that only 4 out of the 5 documentary evidence package(s) were served upon the tenant. The landlord stated that the first 3 documentary submissions were served with the notice of hearing package on February 6, 2020 and that the 4<sup>th</sup> package was served via Canada Post Registered Mail on March 16, 2020. I accept the undisputed affirmed testimony of the landlord and find that the tenant was sufficiently served as per sections 88 and 89 of the Act. I also find that the landlord sufficiently served the tenant with the first 4 documentary evidence packages as claimed. The landlord's 5<sup>th</sup> documentary evidence package is excluded from consideration from this hearing as the landlord did not serve a copy to the tenant. Although the tenant did not attend, the tenant is deemed sufficiently served as per section 90 of the Act.

The landlord also has amended the monetary claim lowering it to \$6,187.20 from the original \$8,425.00. On this basis, I find that as the amount is being lowered that the claim can proceed as there is no bias to the tenant.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation for damage or loss?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on January 24, 2015 on a fixed term until April 1, 2016 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated December 13, 2014. The monthly rent was \$1,900.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$900.00 was paid.

The landlord seeks an amended monetary claim of \$6,187.20 based on an amendment filed March 16, 2020 which consists of:

\$900.00	Strata Bylaw Fine, \$400.00 X 2
	Estimated Damage, Repairs \$500.00
\$1,900.00	Unpaid Rent, December 2019
\$2,375.00	Unpaid Rent, February 2020 \$1,900.00
	Unpaid Rent, March 1 - 7 2020 \$475.00 (Pro-Rated)
\$1,012.20	Compensation, Cleaning \$659.40
	Unpaid Utilities \$352.80

The landlord claims that the tenant vacated the rental unit as per a mutual agreement to end tenancy on January 31, 2020. The landlord claims that the tenant failed to pay all of the rent for December 2019. The tenant's guests/occupants continued to reside in the unit until March 7, 2020 without paying any rent. The landlord seeks unpaid/loss of rent for February, March and April of 2020.

The landlord claims \$400.00 for two Strata Bylaw Fines (\$200.00 X 2) imposed against the tenant.

The landlord claims that 2 fines were imposed at \$200.00 for total of \$400.00. The landlord claims that when possession was established by the landlord, numerous holes in the walls were discovered which required drywall repairs. The landlord seeks compensation of \$500.00 based upon an estimate and the submitted photographs of the drywall damage.

The landlord seeks \$1,012.20 which consists of a \$659.40 junk removal for all of the various personal items left in the rental unit at the end of tenancy. The landlord has submitted photographs of the items and a copy of the invoice. The landlord also seeks \$352.080 for a paid cleaning service as the tenant vacated the unit requiring cleaning. The landlord has submitted a copy of the cleaning invoice in support of this claim.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed testimony of the landlord in conjunction with the submitted documentary evidence and find that the landlord has established a claim for the amended amount of \$6,187.20.

I authorize the landlord to retain the \$900.00 security deposit in partial satisfaction of the claim.

### Conclusion

The landlord is granted a monetary order for \$5,287.20

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: April 16, 2020

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Residential Tenancy Branch