



# 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**      MNDL, MNRL, FFL

### **Introduction**

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

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage, pursuant to section 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:47 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agent (the "agent") attended the hearing and was given a full opportunity to be heard, to present affirmed 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. I also confirmed from the teleconference system that the agent and I were the only ones who had called into this teleconference.

The agent testified that the tenants were each served with the landlord's application for dispute resolution on March 12, 2020 via registered mail. The Canada Post tracking numbers and delivery progress reports were entered into evidence for both packages. I find that the tenants were served with the landlord's application for dispute resolution in accordance with section 89 of the *Act*. I find that the tenants were deemed served with the landlord's application for dispute resolution on March 17, 2020, five days after their registered mailing.

### **Issues to be Decided**

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### **Background and Evidence**

While I have turned my mind to the documentary evidence and the testimony of the agent, not all details of the agent's submissions and arguments are reproduced here. The relevant and important aspects of agent's claims and my findings are set out below.

The agent provided the following undisputed testimony. This tenancy began on September 15, 2017. The tenants were supposed to move out on April 30, 2019; however, they left early, on April 19, 2019, without notifying the landlord. Monthly rent in the amount of \$1,025.00 was payable on the first day of each month. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that the tenant originally provided notice to end their tenancy at the end of March 2019, but later requested an extension to the end of April 2019.

The agent testified that a move in condition inspection report was completed by the tenants and a representative of the landlord on September 13, 2017. The signed move in condition inspection report was entered into evidence.

The agent testified that the tenants were provided with two opportunities in writing to complete the move out inspection report with the landlord; however, the tenants did not attend. The agent testified that a representative of the landlord completed the move out condition inspection report without the tenants. The move out condition inspection report was entered into evidence.

The agent testified that the following damages arose out of this tenancy:

<b>Item</b>	<b>Amount</b>
April 2019's rent	\$1,025.00
Cleaning	\$150.00
Repair window screens	\$257.78
Hydro bill	\$48.85
Filing fee	\$100.00
<b>Total</b>	<b>\$1,481.63</b>

#### April 2019's rent

The agent testified that the tenants did not pay April 2019's rent in the amount of \$1,025.00. The landlord entered into evidence a tenant ledger stating that the tenants did not pay April 2019's rent.

#### Cleaning

The agent testified that the subject rental property was clean when the tenants moved in and dirty when the tenants moved out. The move in and out condition inspection reports state the same.

The landlord entered into evidence photographs of the subject rental property taken after the tenants move out showing that the subject rental property was not cleaned when the tenants moved out.

The landlord entered into evidence a receipt totalling \$414.49 for cleaning the subject rental property. The receipt states that it took 13 hours to clean the subject rental property at a rate of \$30.00 per hour, plus tax. The agent testified that the cleaner cleaned all of the subject rental property including washing the walls and the landlord does not usually charge the tenant for washing the walls, so the landlord is not seeking the tenants to pay the entire bill. The agent testified that the landlord is seeking the tenant to pay for five hours of cleaning at a rate of \$30.00 per hour for a total of \$150.00.

### Repair window screens

The agent testified that the window screens throughout the subject rental property were in good condition when the tenants moved in and were all removed and damaged when the tenants moved out. The move in condition inspection report does not note any damage to the window screens. The move out condition report notes damage to the window screens. Picture of the damage to the window screens were entered into evidence. The landlord entered into evidence a receipt for the repair of the window screens in the amount of \$257.78 plus GST. The agent testified that the landlord is not seeking the GST because the landlord is reimbursed their GST charges from the government.

### Hydro bill

The agent testified that the tenants cancelled the hydro account in their name prior to moving out of the subject rental property. The agent testified that when hydro is cancelled by the tenant, hydro is not turned off, but the account reverts to the landlord. The landlord entered into evidence a hydro bill from March 1, 2019 to April 5, 2019 in the amount of \$48.85.

The tenancy agreement states that electricity is not included in rent.

### **Analysis**

Section 67 of the *Act* states:

Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the tenant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;

3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

#### April 2019's rent

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Pursuant to section 26(1) of the *Act*, I find that the tenants were obligated to pay the monthly rent in the amount of \$1,025.00 on the first day of each month. Based on the testimony of the agent and the ledger entered into evidence, I find that the tenants did not pay rent in accordance with section 26(1) of the *Act* and the tenants owe the landlord \$1,025.00 in unpaid rent for April 2019.

#### Cleaning

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I find that the move in and out condition inspection reports were completed in accordance with the *Act* and the *Act Regulation*.

Based on the photographic evidence of the agent, the agent's testimony and the move in and out condition inspection reports, I find that the rental unit required significant cleaning, contrary to section 37(2)(a) of the *Act*. I find that the agent has proved that the tenant breached the *Act*, that the breach resulted in damage and has proven the quantification of that loss. I find that no mitigation issues arise from the landlord's conduct. I therefore find that the landlord is entitled to recover \$150.00 in cleaning fees from the tenants.

#### Repair window screens

Based on the photographic evidence of the agent, the agent's testimony and the move in and out condition inspection reports, I find that the screens in the rental unit were in good repair at the beginning of the tenancy and required repair at the end of the

tenancy, contrary to section 37(2)(a) of the *Act*. I find that the agent has proved that the tenant breached the *Act*, that the breach resulted in damage and has proven the quantification of that loss. I find that no mitigation issues arise from the landlord's conduct. I therefore find that the landlord is entitled to recover \$257.78 for repair of the screens, from the tenants.

#### Hydro bill

I accept the agent's undisputed testimony that the tenants cancelled their hydro account prior to the end of their tenancy and that the landlord was charged for their hydro consumption from March 1 to April 5, 2019. I find that the tenancy agreement states that electricity is not included in the rent. I find that the tenants breached the tenancy agreement by failing to pay for their electricity from March 1 to April 5, 2019. I find that the landlord has proved the value of their loss and that no mitigation issues arise from the landlord's conduct. I therefore find that the landlord is entitled to recover \$48.85 in hydro charges from the tenants.

#### Filing fee

As the landlord was successful in its application, I find that it is entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

#### Conclusion

I issue a Monetary Order to the landlord under the following terms:

<b>Item</b>	<b>Amount</b>
April 2019's rent	\$1,025.00
Cleaning	\$150.00
Repair window screens	\$257.78
Hydro bill	\$48.85
Filing fee	\$100.00
<b>Total</b>	<b>\$1,481.63</b>

The landlord is provided with this Order in the above terms and the tenants must be served with 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: May 07, 2020

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Residential Tenancy Branch