



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding V7 PROPERTIES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL MNDCL FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord JH (agent) attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated January 9, 2020 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence were served on the tenant by registered mail on January 9, 2020 to the forwarding address the tenant provided via text. The text from the tenant was submitted in evidence. The registered mail tracking number has been included on the style of cause for ease of reference. According to the online registered mail tracking website, the registered mail package was eventually returned to sender and marked as "unclaimed". Section 90 of the Act states that documents served by registered mail are deemed served 5 days after they are mailed. Therefore, I find the tenant was deemed served as of January 14, 2020. Given the above, I find this application to be unopposed by the tenant as I find the tenant was deemed served and did not attend the hearing.

Preliminary and Procedural Matters

The agent confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision will be mailed to the tenant by regular mail as the landlord did not have an email address for the tenant.

In addition to the above, the agent confirmed that they were no longer requesting to retain the tenant's security deposit as the tenant has already surrendered the full security deposit, which was confirmed via the text submitted in evidence. As a result of the above, I will not address the security deposit further in this decision.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on December 1, 2017 and reverted to a month to month tenancy as of November 30, 2018. The tenancy ended on August 30, 2019, when the tenant vacated the rental unit.

The landlord's monetary claim of \$5,581.00 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. May 2019 rent owing	\$525.00
2. June 2019 rent owing	\$1,200.00
3. July 2019 rent owing	\$1,200.00
4. August 2019 rent owing	\$1,200.00
5. Cleaning	\$212.50
6. Carpet cleaning	\$89.25
7. Light bulbs	\$33.40
8. Fridge	\$1,020.85
9. Filing fee	\$100.00
<b>TOTAL</b>	<b>\$5,581.00</b>

Regarding items 1, 2, 3 and 4, the landlord is seeking unpaid rent as indicated in the above noted chart. The agent stated that due to the tenant paying a portion of May 2019 rent, the amount for May is less as noted in the chart.

Regarding item 5, the landlord is seeking cleaning costs in the amount of \$212.50. The agent referred to the Condition Inspection Report (CIR) in support which indicates the rental unit was left dirty and in need of cleaning. The agent stated that 15 minutes before the outgoing inspection the tenant texted the agent to state that they were unable to make the inspection and would not be attended as a result. The agent also referred to the photo evidence which shows a dirty rental unit and some personal items left behind by the tenant. The agent also presented an invoice in the amount claimed of \$212.50.

Regarding item 6, the landlord has claimed \$89.25 for the cost to clean the carpets. The agent referred to the CIR, invoice in the amount of \$89.25 and the photo evidence which supports the carpet were not cleaned at the end of the tenancy.

Regarding item 7, the landlord has claimed \$33.40 for the cost to replace burned out lightbulbs at the end of the tenancy. The agent referred to the CIR and an invoice in the amount of \$33.40 in support of this portion of their claim.

Regarding item 8, the landlord has claimed \$1,020.85 for the cost to replace a fridge that was beyond repair and left turned off full of food, maggots, fruit flies and a horrid smell that could not be cleaned. The agent testified that a hazmat team had to remove the fridge but that the landlord is not charging for those costs. The agent submitted an invoice that matches the amount claimed and a text message where the tenant admits to the fridge issue by warning the agent of what is inside the fridge. The CIR also indicates the fridge was "destroyed".

### Analysis

Based on the undisputed documentary evidence and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, and as noted above, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of **\$5,581.00**, which includes the recovery of the cost of the filing fee pursuant to section 72 of the Act in the amount of \$100.00 as the landlord's

application is successful. I have considered the undisputed testimony of the agent and that the application was unopposed by the tenant.

I find the tenant breached section 26 of the Act by failing to pay rent as claimed by the landlord. I also find the tenant breached section 37(2)(a) of the Act which applies and states:

**Leaving the rental unit at the end of a tenancy**

**37(2)** When a tenant vacates a rental unit, the tenant must

(a) **leave the rental unit reasonably clean**, and undamaged except for reasonable wear and tear,  
[Emphasis added]

I have reached this finding by reviewing the CIR, photo evidence and accept the testimony of the agent that the rental unit was left dirty, needed the cleaning being claimed and that the carpets were also not cleaned. Regarding the fridge, given the photo evidence, I agree that the fridge was beyond cleaning and had to be disposed of due to maggots and other insects rotting inside the fridge.

I grant the landlord a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord of **\$5,581.00**.

**I caution** the tenant to comply with sections 26 and 37(2)(b) of the Act in the future.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the Act, in the amount owing of \$5,581.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to the landlord and sent by regular mail to the tenant.

The monetary order will be emailed to the landlord only for service on the tenant.

The tenant has been cautioned as noted above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2020

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Residential Tenancy Branch