



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL, MNRL, FFL

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant acknowledged receipt of evidence submitted by the landlord, the tenant did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage and losses arising out of this tenancy?

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

Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 1, 2019 and ended on January 9, 2020. The tenants were obligated to pay \$2445.00 per month in rent on the first of each month. The landlord conducted written condition inspections of the unit at move in and move out, but the tenant did not participate in the move out inspection. The landlord testified that the tenants moved out of the unit without notice.

The landlord testified that the unit was damaged and dirty with large amounts of garbage and debris left behind by the tenants. The landlord testified that the tenants damaged the walls, the toilet, the bathroom sink, and some blinds. The landlord testified that the tenants did not pay the rent for January 2020, the utilities or late fee as per their tenancy agreement. The landlord testified that he had to hire a skip tracer to track the tenants down to serve them of this hearing. The landlord testified that he incurred costs to change the locks and cut new keys as the tenants did not leave all of their keys at move out. The landlord testified that he had to use his line of credit to cover many of these expenses. The landlord also seeks the recovery of his time and labour to re-rent the unit and interview potential new tenants.

The tenant gave the following testimony. The tenant testified that she was “in a very bad area of my life at that time”. The tenant testified that she had lost her job and didn’t have money to pay the bills and was struggling to buy food for her kids. The tenant testified that she did her best under the circumstances and doesn’t dispute that she didn’t pay the rent or bills. The tenant testified that she thought the unit looked okay at move out and that she didn’t leave it in a “disastrous state”. The tenant testified that she thought she returned the keys but couldn’t be sure. The tenant testified that the movers may have caused the alleged damage and that she didn’t recall any damage to the unit.

Analysis

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 arguments are reproduced here. The principal aspects of the landlord’s claim and my findings around each are set out below.

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Items 1-4 -\$3120.13

The tenant acknowledged and accepted responsibility for these claims. The tenant testified that she lost her job and didn't have money to pay the rent, the late fee, hydro or gas bills, accordingly; I find that the landlord is entitled to \$3120.13 as claimed.

Items 5-6 \$166.06

The landlord testified that the tenants abandoned the unit and didn't return all the keys as noted on the condition inspection report. The landlord testified that he was required to have a locksmith change the lock and cut new keys. The tenant testified that she thought she left all the keys behind but wasn't sure. Based on the condition inspection report, the receipts and the insufficient disputing evidence, I find that the landlord is entitled to the \$166.06 as claimed.

Items 7-12 \$3583.06

The landlord provided receipts, photos, and the condition inspection report to support this claim. The landlord testified that the unit was just painted prior to the tenants moving in. The landlord testified that the unit was left filthy and damaged by the tenants. In the tenant's own testimony, she stated that move out was "a blur but I wiped everything down". Although the tenant feels the unit was left reasonably clean, the landlords documentary evidence says otherwise. I find that the landlord has provided sufficient evidence to prove that the tenant's actions resulted in him incurring costs to clean, paint, and repair miscellaneous items in the unit as well have to remove large of amounts of garbage and debris. I find that the landlord is entitled to the \$3586.06 as claimed.

Item 13 – \$309.75

In the tenants own testimony, she confirmed that this cost was required by the landlord as she acknowledged that she did not provide a forwarding address and that she stated "I don't know how he found me". The landlord provided a receipt of this cost, accordingly; the landlord is entitled to \$309.75 as claimed.

Items 14-15 \$925.50

The landlord is not entitled to the recovery of the interest on his line of credit. How a landlord runs their finances are not a cost the tenant must bear; accordingly, I dismiss this portion of the claim. Also, I find that the time involved in showing units to potential tenants and the time to review applications is part of being a landlord and not for the tenant to pay for, accordingly; I dismiss this portion of the landlords claim.

Item 16 - \$100.00

As the landlord has been successful in their application, they are entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$7279.00. I grant the landlord an order under section 67 for the balance due of \$7279.00. This order may be filed in the Small Claims 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 19, 2020

Residential Tenancy Branch