



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNDC MNSD FF

### Introduction

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

- a monetary order for unpaid rent, utilities and for damage to the unit 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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:55 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlords attended the hearing and was given a full opportunity to provide testimony and present evidence.

R.D. (the "landlord") represented the landlords in this hearing. The landlord testified that on December 19, 2019, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant to her forwarding address by registered mail. The landlord provided a registered mail tracking number on file in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to a monetary award for unpaid rent, utilities and damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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

### Background and Evidence

The tenancy began on December 1, 2018 with a monthly rent of \$2300.00 payable on the 1<sup>st</sup> day of each month. The tenant was responsible for 100% of the utilities. The tenant paid a security deposit of \$1150.00 and a pet deposit of \$1150.00 at the start of the tenancy which the landlord continues to hold. In a previous decision dated May 17, 2019 the landlord was granted an order of possession and a monetary order for unpaid rent up to May 17, 2019.

The landlord submitted a "monetary order worksheet" which provides a detailed breakdown of the landlord's claims totaling \$4169.95.

The landlord is claiming prorated rent for May 17-28, 2019. The landlord testified the tenant overheld until May 28, 2019 and did not pay any rent up to this date. The landlord is also claiming a portion of January 2019 rent which was withheld by the tenant.

The landlord is claiming unpaid utilities bill from December 2018. The landlord testified the tenant did not immediately transfer the utilities to her name at the start of the tenancy and this amount remains outstanding. A copy of the bill was submitted as evidence.

The landlord is claiming damage caused by an overflowing/leaking basement sink. The landlord testified they discovered water damage to the cupboard area when they obtained possession of the unit. The landlord testified the sink was clogged and the drain underneath was partly disconnected. The landlord submitted picture/video evidence of the damage as well as a receipt.

The landlord is claiming the patio and living room blinds were missing and/or damaged. The landlord submitted pictures and receipts for this repair.

The landlord is claiming costs to repair holes and reseed the lawn which was damaged from the tenant's pet and vehicle parked on the lawn. Pictures and receipts were submitted as evidence.

The landlord is claiming costs incurred to remove garbage from inside and outside the unit and well dump fees. Pictures and receipts were submitted.

The landlord is also claiming \$650.00 for cleaning the inside and outside of the rental property. The landlord testified this was based upon a verbal quote they received but they ended up doing the cleaning work themselves.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's uncontested testimony and supporting evidence and find the tenant failed to pay rent for the overholding period of May 17-28, 2019, as well withheld rent from January 2019 and unpaid utilities from December 2018. The landlord is issued a monetary award as claimed for these items.

I find that the tenant did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord's evidence submissions and undisputed testimony. I find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenant. With the exception of the cleaning charges, the landlord has also submitted receipts in support of the actual amounts required to compensate for the loss or repair the damage. The landlord is granted a monetary award as claimed with the exception of the cleaning charges. The landlord did not submit and provide any testimony as to the breakdown of hours

required or the rate charged. However, I find the landlord did suffer a loss for the cleaning work required; therefore, I award the landlord a nominal amount of \$100.00 for this claim.

The landlord is awarded a total of \$3619.95 (\$4169.95- \$550.00 for cleaning).

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$3719.95.

The landlord continues to hold a security deposit and pet deposit in the total amount of \$2300.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1419.95.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1419.95. Should the tenant 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 14, 2020

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Residential Tenancy Branch