



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- Compensation for unpaid rent;
- Compensation for damage to the rental unit caused by the Tenant, their pets, or their guests;
- Compensation for monetary loss or other money owed;
- Recovery of the filing fee; and
- Authorization to withhold any deposits paid by the Tenant.

The hearing was convened by telephone conference call and was attended by the Landlord and their spouse, both of whom provided affirmed testimony. No one appeared on behalf of the Tenant. The Landlord and their spouse were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Application and Notice of Hearing. As no one attended the hearing on behalf of the Tenant, I confirmed service of these documents as explained below.

The Landlord and their spouse stated that although they first filed an Application for Dispute Resolution on January 21, 2020 (the “First Application”), there were issues with this Application, and it was not served on the Tenant. Although this Application was set to be heard and decided by me today, the Landlords stated that they believed that this Application had been cancelled and are not seeking to proceed with it. The Application was withdrawn accordingly. The Landlord and their Spouse stated that they filed a subsequent Application for Dispute Resolution on March 13, 2020 (the “Second Application”), which they wished to proceed with in the hearing.

The Landlord and their spouse testified that the Tenant vacated the rental unit on November 16, 2019, without providing a forwarding address, and as a result, they were required to track the Tenant down through contacts and acquaintances in their community. They stated that the Tenant was finally located and personally served with the Notice of Dispute Resolution Proceeding Package for the Second Application, including a copy of the Application, notice of the hearing, and their documentary evidence at their new place of residence at 6:10 P.M. on March 16, 2020. The Landlord stated that they personally served the package and that their spouse was present as a witness. In the hearing the Landlord's spouse provided affirmed testimony that they witnessed the Landlord personally serve the Tenant as described above. Although it was not provided for my consideration, the Landlord stated that they also have audio and video evidence confirming this service.

I accept the uncontested and affirmed testimony of the Landlord and their spouse that the Notice of Dispute Resolution Proceeding Package for the Second Application, including a copy of the Application, notice of the hearing, and the documentary evidence before me from the Landlord, was personally served on the Tenant on March 16, 2020, in accordance with the *Act*.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Landlord, copies of the decision and any orders issued in their favor will be emailed to them at the email address provided in the Application.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent?

Is the Landlord entitled to compensation for damage to the rental unit caused by the Tenant, their pets, or their guests?

Is the Landlord entitled to compensation for monetary loss or other money owed?

Is the Landlord entitled to recovery of the filing fee?

Is the Landlord entitled to withhold any deposits paid by the Tenant for money owed?

Background and Evidence

The Landlord stated that the Tenant paid only partial rent in July and August of 2019, and then failed to pay rent entirely in September and October of 2019. The Landlord stated that a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was served on the Tenant in October 2019 as a result of the unpaid rent, and that the Tenant finally vacated the rental unit on November 16, 2019. The Landlord stated that the Tenant also paid no rent for November of 2019. As a result of the above, the Landlord sought \$1,520.00 in unpaid rent: \$5.00 for July, \$15.00 for August, and \$500.00 each month for September, October, and November of 2019.

The Landlord stated that they Tenant did not give them any notice that they were vacating the rental unit and that they only discovered that they were vacating when they witnessed them moving out on November 16, 2019. The Landlord stated that the Tenant did not provide them with a forwarding address when they vacated the rental unit and that they failed to leave it reasonably clean or undamaged, except for reasonable wear and tear.

The Landlord and their spouse stated that the rental unit was filled with garbage and that the fridge was filled with rotting food, which they were required to dispose of themselves. They stated that the entire property needed to be cleaned and sanitized, including the carpets, as it had not been cleaned, and that there was human waste on the floor and walls of the bathroom and in the bathtub. The Landlord sought \$800.00 in cleaning costs incurred by themselves and their spouse for 32 hours of cleaning, calculated at \$25.00 per hour.

The Landlord also sought \$3,120.00 for the cost of repairs to the rental unit as they stated that the Tenant broke the toilet seat and a flush handle, removed the toilet paper and towel holders in the bathroom, ripped out the bathroom light fixture, damaged three light switches, damaged the oven broiler element and stove element drip pans, damaged all of the walls, and plugged the drains so significantly with hair and grease that the drains and pipes needed to be taken apart. The Landlord submitted numerous photographs of the rental unit in support of their claims.

No one appeared on behalf of the Tenant to provide any evidence or testimony for my consideration.

Analysis

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 the *Act*, the regulations or the tenancy agreement, unless the tenant has a right under the *Act* to deduct all or a portion of the rent. Based on the affirmed and uncontested testimony of the Landlord and their spouse, and the documentary evidence before me, I am satisfied that the Tenant owes \$1,520.00 in outstanding rent, and I therefore grant the Landlords claim for compensation in this amount.

Section 37 (2)(a) of the *Act* states 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 and section 7 (1) of *Act* states that if a landlord or tenant does not comply with the *Act*, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Based on the affirmed and uncontested testimony of the Landlord and their spouse, and the documentary evidence before me, I am satisfied that the Tenant damaged the rental unit and that the damage caused constitutes more than reasonable wear and tear. I am also satisfied that the Tenant failed to leave the rental unit reasonably clean at the end of the tenancy. As a result, I grant the Landlord's claim for \$800.00 in cleaning costs and \$3,120.00 for the cost of repairs.

As the Landlord was successful in their Application, I also grant them recovery of the \$100.00 filing fee pursuant to section 72 of the *Act*, and grant them authorization to withhold the \$450.00 in deposits paid by the Tenant in partial recovery of the amounts owed.

Pursuant to section 67 of the *Act*, I therefore grant the Landlord a Monetary Order in the amount of \$5,090.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a Monetary Order in the amount of **\$5,090.00**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. 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: June 11, 2020

Residential Tenancy Branch