



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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 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 1:50 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on February 6, 2020, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail receipt and tracking number in support of service. The landlord testified that on this same date, a copy of the Application was also personally served on the tenant at her place of work by a property inspector hired by the landlord.

Based on the above evidence, I am satisfied that the tenant was 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 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 April 30, 2017 and ended on August 14, 2019. The monthly rent was \$950.00 payable on the 1st day of each month. The tenant paid a security deposit of \$475.00 at the start of the tenancy which the landlord continues to hold.

The landlord submitted a "monetary order worksheet" which provides a detailed breakdown of the landlord's claims totaling \$1695.50.

The landlord is claiming \$950.00 in unpaid rent for August 2019. The landlord testified the tenant failed to pay rent for this month and did not provide any notice before vacating on August 14, 2019.

The balance of the landlord's claim in the amount of \$745.50 is for damages. The landlord testified that the tenant left the rental unit in a state of uncleanliness and disrepair. The landlord submitted a move-in and move-out condition inspection report in support of the before and after condition of the unit. The landlord submits that the tenant failed to participate in the move-out inspection despite being afforded with two opportunities to do so. The landlord submitted receipts in support of each of the expenses claimed including cleaning costs, junk removal and carpet cleaning. The landlord also submitted an invoice detailing the time and work performed by the landlord's inspector to coordinate trades, gather supplies and do some paint and patch work.

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 undisputed testimony and find the tenant failed to pay rent for August 2019. The landlord is awarded \$950.00 as claimed.

I find that the tenant did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord's undisputed testimony and move-in/move-out inspection reports. 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. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage. I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the total amount of \$745.50.

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 \$1795.50.

The landlord continues to hold a security deposit and pet deposit in the amount of \$475.00. 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 \$1320.50.

Conclusion

Pursuant to section 67 of the Act, I grant the landlord a Monetary Order in the amount of \$1320.50. 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 23, 2020

Residential Tenancy Branch