



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Locke Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNR-S, MNDC-S, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord's agent (landlord) attended the hearing; however, the tenants did not attend.

The landlord stated they served each tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) twice. The first service was on March 25, 2020, and the second service was on May 14, 2020. The landlord provided the Tracking Numbers to confirm this mailing. Those numbers are listed on the style of cause page in this Decision.

I accept the landlord's evidence that the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and make submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules).

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for damage or loss and for unpaid rent from the tenants and to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and testimony, not all details of the submissions and/or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

The landlord provided evidence that this tenancy began on May 1, 2019 and ended on February 29, 2020. The monthly rent was \$950. The landlord also said that the tenants paid a security deposit of \$475, which they have kept, having made this claim against it. The landlord filed a copy of the written tenancy agreement.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Removal of a "hide-a-bed"	\$108.15
2. Patio cleaning	\$48.30
3. Stove and fridge cleaning	\$36.75
4. Cleaning of entire rental unit	\$330.75
5. Unpaid utilities	\$585.05
6. Unpaid rent	\$505.00
TOTAL	\$1,614.00

In support of their application, the landlord testified to the following:

The landlord said the tenants refused to attend a move-out inspection, despite being provided two opportunities for the same and that they conducted the move-out inspection without the tenants.

The landlord said that the inspection showed that the tenants did not leave the rental unit reasonably clean. The landlord said that it did not appear that the tenants cleaned the rental unit at all prior to their departure and then it became necessary to hire a cleaning company to perform cleaning services. The landlord's evidence showed that

the entire rental unit had to be cleaned and specific areas that required extra attention were the stove, refrigerator, and patio.

The landlord said that the tenants installed a “hide-a-bed” in the basement, and that it took two men to remove and haul away.

As to the unpaid utilities, the landlord said that the local municipality provides for the electric services and that the tenants left owing for those services. The landlord explained that in the case of unpaid utilities, the local municipality attaches those costs to the owner’s property tax.

As to the unpaid rent, or rent deficiency, the landlord said that the tenants vacated the rental unit at the end of February; however, they only paid \$470 for that month, leaving a rent deficiency of \$480. To that figure, the landlord added a \$25 late fee.

The landlord’s additional evidence included a copy of the move-in and move-out condition inspection report (CIR), copies of the invoices for the costs claimed, including the utilities bill and a tenant ledger sheet.

The tenants did not attend the hearing and no evidence or submissions were provided by them, despite having been properly served with the landlord’s application for dispute resolution, evidence and Notice of Hearing.

Analysis

Under section 7(1) of the Act, 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 party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party, the landlord here, has the burden of proof to substantiate their claim on a balance of probabilities.

I find the landlord submitted sufficient and uncontested evidence to support that the rental unit was not left reasonably clean and that the damage claimed was beyond reasonable wear and tear.

I have reviewed the landlord's receipts and invoices for the amounts claimed. Upon hearing from the landlord, I find the costs claimed to be reasonable, considering the state of the rental unit.

I therefore find the landlord has submitted sufficient evidence to support their claim for cleaning and furniture removal.

As to the landlord's claim for the unpaid rent, under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement, whether or not the landlord complies with the Act, the Regulations or the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

I find the landlord submitted sufficient evidence to show the tenants owed, but failed to pay, the full amount of monthly rent for February 2020, prior to vacating the rental unit on February 29, 2020. I find the landlord has established a monetary claim of \$505.00, comprised of the rent deficiency of \$480, plus the late fee of \$25.

I find the landlord submitted sufficient evidence to show that the tenants incurred the costs of electricity used for the rental unit and left owing an outstanding amount.

I find the landlord has established a monetary claim of \$585.05 for unpaid utilities.

I grant the landlord recovery of their filing fee of \$100.

Due to the above, I find the landlord has established a total monetary claim as described on the table contained on page 2 of this Decision, or a total amount of \$1,714, which includes the filing fee of \$100.

At their request, I direct the landlord to retain the tenants' security deposit of \$475 in partial satisfaction of their monetary award of \$1,714.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$1,239.

Should the tenants fail to pay the landlord this amount without delay, the order must be served to the tenants for enforcement. Thereafter, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are cautioned that costs of such enforcement are subject to recovery from the tenants.

Conclusion

The landlord's application for monetary compensation is granted, they have been authorized to retain the tenants' security deposit in partial satisfaction of their monetary award and they have been awarded a monetary order for the balance due, in the amount of \$1,239.

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: July 21, 2020

Residential Tenancy Branch