



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 20, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord be permitted to retain the security and pet damage deposits held; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by H.Y., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on March 31, 2020. The package was sent to a forwarding address provided to H.Y. by the Tenant. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Tenant on April 5, 2020.

On behalf of the Landlord, H.Y. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Landlord entitled to retain the security and pet damage deposits held?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlord, H.Y. testified that the Tenant moved into the rental unit with her boyfriend. However, the Tenant's boyfriend moved out of the rental unit and the parties entered into a new fixed-term tenancy that began on February 1, 2020 and was expected to continue to June 30, 2020. H.Y. testified Tenant vacated the rental unit on March 17, 2020 after being given a notice to end tenancy for unpaid rent or utilities. During the tenancy, rent in the amount of \$1,300.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$650.00 and a pet damage deposit of \$650.00, with the Landlord holds.

The Application discloses a claim for \$2,150.00, which was particularized in the Application. First, the Landlord claims \$1,300.00 for unpaid rent due on March 1, 2020. H.Y. testified the Tenant vacated the rental unit on March 17, 2020, without paying rent when due on March 1, 2020. In support, the Landlord submitted a Tenant Ledger.

Second, the Landlord claims \$178.92 to re-key locks to the rental unit. H.Y. testified the Tenant did not return any keys when she moved out of the rental unit. An invoice dated March 23, 2020 was submitted in support.

Third, the Landlord claims \$558.60 to clean the rental unit. H.Y. testified the Tenant left the rental unit "really dirty" at the end of the tenancy. The Landlord submitted photographs taken during the move-out condition inspection, which took place on March 17, 2020, although the Tenant did not attend. The photographs include images of drawers and cupboards, an oven, a dishwasher, a fridge, garbage and dirt on the floor, a clothes dryer, a windowsill, a sink, and the bathroom. Photographs of the exterior of the rental unit include images of bottles in a child's wagon, blue planters, and a vehicle. An invoice dated March 30, 2020 was submitted in support.

Finally, the Landlord claims \$100.00 in recovery of the filing fee and requests an order permitting the Landlord to retain the security and pet damage deposits in partial satisfaction of the claim.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$1,300.00 for unpaid rent, section 26(1) of the *Act* confirms a tenant must pay rent when 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. I find the Tenant did not pay rent when due and that there is no evidence before me to conclude the Tenant had a right under the *Act* to deduct rent. The Landlord is granted a monetary award in the amount of \$1,300.00.

With respect to the Landlord's claim for \$178.92 to re-key locks to the rental unit, Policy Guideline #1 places responsibility to return all keys to the landlord at the end of the tenancy. H.Y. testified, and I find, that the Tenant did not return any keys when she moved out of the rental unit and that the Landlord incurred a loss as a result. The Landlord is granted a monetary award in the amount of \$178.92.

With respect to the Landlord's claim for \$558.60 to clean the rental unit, section 37 of the *Act* confirms a tenant must leave a rental unit "reasonably clean" at the end of a tenancy. Based on the testimony of H.Y. and the photographs submitted into evidence, I find that the Tenant did not leave the rental unit reasonably clean, and that the Landlord incurred a loss as a result. The Landlord is granted a monetary award in the amount of \$558.60.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also grant the Landlord's request to retain the security and pet damage deposits held in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$837.52, which has been calculated as follows:

| Claim | Allowed |
|--------------------------|-----------------|
| Unpaid rent: | \$1,300.00 |
| Re-key locks: | \$178.92 |
| Cleaning: | \$558.60 |
| Filing fee: | \$100.00 |
| LESS security deposit: | (\$650.00) |
| LESS pet damage deposit: | (\$650.00) |
| TOTAL: | \$837.52 |

Conclusion

The Landlord is granted a monetary order in the amount of \$837.52. The order must be served on the Tenant. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 28, 2020

Residential Tenancy Branch