



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1136496 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent and utilities- Section 67;
2. A Monetary Order for damages to the unit - Section 67
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and initial evidence (the “Materials”) by registered mail on May 8, 2020, with the amended application for dispute resolution and additional evidence by registered mail on August 11, 2020 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on May 13, 2020 and the amended application on August 16, 2020. The Landlord served additional evidence by registered mail on July 30, 2020. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Landlord's claim for damages to the unit was made while the tenancy was ongoing. The Landlord states that it obtained an order of possession on August 20, 2020 and that the Tenant moved out of the unit on September 1, 2020 leaving greater damages. As the Landlord's claim for damages to the unit was made before the tenancy ended and as more damages have accumulated from the end of the tenancy, I dismiss this claim with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started on January 1, 2020. The Landlord is holding \$1,250.00 as a security deposit and \$1,250.00 as a pet deposit. Rent of \$2,500.00 was payable on the first day of each month. The Tenant was required to pay the water and sewer charges during the tenancy.

The Tenant owes arrears of \$200.00 for May 2020 and failed to pay any rent for June, July and August 2020. The Landlord claims \$7,700.00.

The Tenant paid none of the water and sewer bills and owes the Landlord \$727.43 for the period January 1 to June 30, 2020. The Landlord provides the invoices and claims this amount.

The Tenant failed to maintain the yard as required under the tenancy agreement and the Landlord was assessed a fine of \$500.00 from the city for an unsightly yard. The Landlord paid the fine and claims this amount. The Landlord also paid \$50.00 for lawn care on July 30, 2020 and the Landlord claims this amount.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the terms of the tenancy agreement and the undisputed evidence of unpaid rent, unpaid utilities, city fine and lawncare costs, I find that the Landlord has substantiated an entitlement to **\$8,977.43**. As the Landlord has been successful with its claims, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$9,077.43**. Deducting the combined security and pet deposit plus zero interest of **\$2,500.00** leaves **\$6,577.43** owed to the Landlord.

### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$2,500.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$6,577.43**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: September 04, 2020

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Residential Tenancy Branch