



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Eagle Heights Transportation Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL, MNRL, 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 - Section 67;
2. A Monetary Order for damages to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the first named Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on July 1, 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 first named Tenant is deemed to have received the Materials on July 6, 2020. As the Landlord did not serve the second named Tenant, I dismiss the application as against this Party. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started on July 13, 2019 and ended on April 1, 2020. At the outset of the tenancy the Landlord collected \$850.00 as a security deposit. Rent of \$1,700.00 was payable on the first day of each month. The Parties mutually conducted a move-in and move-out inspection with a report completed. The Tenants were not provided with a copy of the reports.

The Tenants failed to pay rent of \$1,700.00 for January 12 to February 12, 2020 and rent of \$1,020.00 for March 13 to April 1, 2020. The Landlord claims these unpaid rents.

The Tenant failed to leave the unit clean at move-out. The Landlord claims \$330.00 as the costs for the cleaning and provides a receipt.

The Tenant left a door damaged. The Landlord claims the estimated cost of \$76.15. The Landlord has not replaced the door but has provided a rental discount to the next tenant.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Section 37 of the Act provides 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. 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 Landlord's undisputed evidence that rents were not paid, I find that the Landlord has substantiated an entitlement to **\$2,720.00**. Based on the undisputed evidence that the Tenants failed to leave the unit clean and given the receipt I find that the Landlord has substantiated an entitlement to the cleaning costs of **\$330.00**. Based on the undisputed

evidence that the Tenants damaged a door and that the Landlord incurred a rental loss for the next tenancy, I find that the Landlord has substantiated an entitlement to **\$76.15**. As the Landlord's claims have been successful, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,126.15**. Deducting the security deposit of **\$850.00** plus zero interest from the entitlement leaves **\$2,276.15** owed by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$850.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$2,276.15**. 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: October 16, 2020

Residential Tenancy Branch