



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOWINS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, MNDL, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- Unpaid utilities;
- Compensation for cleaning costs and damage; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord L.G. (the Agent), who provided affirmed testimony. No one appeared on behalf of the Tenant. The Agent was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) state that the respondent must be served with a copy of the Application and Notice of Hearing. As neither the Tenant nor an agent for the Tenant attended the hearing, I confirmed service of these documents as explained below.

The Agent testified that the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and the Notice of Hearing, as well as the Landlord's documentary evidence, was sent to the forwarding address provided by the Tenant at their last hearing with the Branch on June 5, 2020, by registered mail on June 16, 2020. The Agent provided me with the registered mail tracking number and the Canada Post website confirms that the registered mail was sent as described above and delivered on June 17, 2020. As a result, I find that the above noted documents were served on the Tenant in accordance with the Act and the Rules of Procedure on June 17, 2020. Based

on the above, and pursuant to rule 7.3 of the Rules of Procedure, the hearing therefore proceeded as scheduled despite the absence of the Tenant.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure, I refer only to the relevant and determinative facts, evidence and issues in this decision.

At the request of the Agent, copies of the decision and any orders issued in favor of the Landlord will be emailed to them at the email address provided in the Application.

Preliminary Matters

At the outset of the hearing the Agent stated that since the Application was filed, the Tenant has paid the \$926.83 owed for utilities. As a result, the Agent withdrew the Landlord's claim for recovery of this amount.

Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning costs and damage?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Agent stated that the rental unit, which is located in subsidized housing, has a market rent amount of \$1,600.00 per month, and that the Tenant's rent contribution was \$570.00, which was due on the first day of each month. The Agent also confirmed that an \$800.00 security deposit was paid, which they stated has already been dealt with in as a result of the June 5, 2020, hearing with the Branch. The Agent submitted a copy of the tenancy agreement and provided me with the previous hearing's file number in support of this testimony.

The Agent stated that when the Tenant vacated the rental unit on June 5, 2020, they did not leave it reasonably clean and undamaged, except for wear and tear, necessitating \$876.00 in cleaning and repair costs. In support of this testimony the Agent pointed to documentary evidence before me for consideration including photographs showing the state of the rental unit after the Tenant vacated, a receipt for \$183.33 in carpet cleaning costs, a written statement, an invoice for \$361.00 in repair costs, an invoice for \$315.00 in janitorial/cleaning services, and a monetary order worksheet.

As a result, the Agent stated that the Landlord is seeking recovery of \$876.00 in cleaning and repair costs as well as recovery of the \$100.00 filing fee.

No one appeared on behalf of the Tenant to provide any evidence or testimony for my consideration, despite my earlier finding in this decision that the Tenant was served with a copy of the Application, the Notice of hearing, and the documentary evidence before me on behalf of the Landlord, on June 17, 2020.

Analysis

Section 37(2)(a) of the Act states 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. Based on the uncontested documentary evidence and affirmed testimony before me, I am satisfied that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy or undamaged, except for reasonable wear and tear.

Section 7 of the Act states that 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 for damage or loss that results. It also states that a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with the Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Based on the uncontested documentary evidence and affirmed testimony before me, I am satisfied that the Landlord suffered a monetary loss as a result of the Tenant's breach of section 37(2)(a) of the Act. Although the Landlord sought \$876.00 for cleaning and repairs, invoices, receipts, and an accounting for only \$859.33 were provided for my review and consideration. As a result, I am only satisfied that the Landlord suffered a loss in the amount of \$859.33 as a result of the Tenant's breach of section 37(2)(a) of the Act. As I am satisfied that the Landlord completed the required cleaning and repairs at a reasonably economic rate and that the amounts sought do not represent more than a reasonable amount for the services rendered, I find that the Landlord acted reasonably to minimize the loss suffered by them and therefore award the Landlord \$859.33 for cleaning and repair costs. As the Landlord was successful in their Application, I also award them recovery of the \$100.00 filing fee pursuant to section 72(1) of the Act.

Pursuant to section 67 of the Act, the Landlord is therefore entitled to a Monetary Order in the amount of \$959.33, and I order the Tenant to pay this amount to the Landlord.

Conclusion

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **\$959.33**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. 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: October 7, 2020

Residential Tenancy Branch