



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNDL-S, MNRL-S, MNDCL, FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 25, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch in June of 2020 were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord cited one tracking number that corroborates this statement but was unable to read the tracking number on the second receipt, due to the legibility of his copy of the receipt.

The Landlord stated that he sent the documents to the Tenant with the initials "JF" to the service address for that individual cited on the Application for Dispute Resolution. He stated that this service address was provided to him by JF, via email, on January 15, 2020.

The Landlord stated that he sent the documents to the Tenant with the initials "ST" to the service address for that individual cited on the Application for Dispute Resolution. He stated that this service address was provided to him by ST, via email, sometime in January of 2020.

On the basis of the information provided by the Tenant and in the absence of evidence to the contrary, I find that the aforementioned documents have been served to each

Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*. As the documents were served in accordance with section 89 of the *Act*, the hearing proceeded in the absence of the Tenants and the evidence was accepted as evidence for these proceedings.

The Landlord affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, to compensation for strata fines, and to keep all or part of the security deposit?

### Background and Evidence

The Landlord stated that:

- the tenancy began on October 25, 2018;
- the tenancy ended on October 25, 2019;
- the Tenants agreed to pay monthly rent of \$2,200.00;
- the Tenants paid a security deposit of \$514.50;
- the Tenants did not pay rent for October of 2019;
- he is seeking compensation for unpaid rent from October of 2019.

The Landlord is seeking compensation for \$1,400.00 for fines imposed by the Strata Council. He stated these fines were imposed because the Tenants' and/or their guests were smoking in prohibited areas, spilling water from their balcony, failing to clean vomit from common areas, failing to clean coffee spills, and failing to pick up dog waste. The Landlord submitted documents that show these fines were imposed.

The Landlord is seeking compensation, in the amount of \$300.00, for cleaning the rental unit. The Landlord stated that the carpet, some areas of the kitchen, and some areas of the bathroom were not left in reasonably clean condition at the end of the tenancy. The Landlord submitted an invoice to show that the Landlord incurred this expense.

The Landlord is seeking compensation, in the amount of \$80.00, for repairing handles on a window that were broken during the tenancy. The Landlord submitted an invoice to show that the Landlord incurred this expense.

The Landlord is seeking compensation, in the amount of \$110.00, for repairing the kitchen food waste disposal system. The Landlord stated that the disposal system was damaged by a foreign metal object. The Landlord submitted an invoice to show that the Landlord incurred this expense.

### Analysis

On the basis of the undisputed evidence, I find that the Tenants were required to pay monthly rent of \$2,200.00, that the tenancy ended on October 25, 2019, and that they have not paid rent for October of 2019. As the Tenants are required to pay rent, pursuant to section 26 of the *Act*, I find that they owe rent of \$2,200.00 for October of 2019.

On the basis of the undisputed evidence, I find that the Landlord paid \$1,400.00 in Strata Council fines due to the actions of the Tenants and/or their guests. In the absence of evidence that suggests these fines should not have been imposed, I find that the Tenant must pay the costs of the fines.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the rental unit, which was \$300.00.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair a window frame and the food waste disposal system that were damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of repairing these items, which was cleaning the rental unit, which was \$190.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$4,190.00, which includes \$2,200.00 in rent; \$1,400.00 in strata fines; \$300.00 for cleaning; \$190.00 for repairing damages; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$514.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$3,675.50. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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 15, 2020

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Residential Tenancy Branch