



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- and a monetary order for money owed or compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was personally served with the application and evidence package on or about July 2, 2020. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant duly served with the landlord's application for dispute resolution and evidence package. The tenant did not submit any evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on November 1, 2019, and ended on June 27, 2020 following the issuance of an Order of Possession on June 26, 2020. Monthly rent was set at \$1,400.00, payable on the first of the month. The landlord collected a security deposit of \$700.00, \$100.00 which was applied towards the monetary award for the filing fee in the last hearing. The landlord still holds the remaining \$600.00.

The landlord is seeking a monetary order for unpaid rent for the months of May and June 2020 in the amount of \$2,800.00, as well as \$80.00 for disposal of the tenant's garbage the tenant left behind. The landlord provided photos in support of his claim.

Although the landlord made reference to loss of rental income and other losses associated with this tenancy, the landlord withdrew these portions of his claim and requested leave to reapply.

Analysis

Section 26 of the *Act* requires that “a tenant must pay rent when it is 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 accept the landlord's sworn testimony that the tenant failed to pay the rent for May and June 2020. Accordingly, I allow the landlord's monetary claim of \$2,800.00 for the outstanding rent.

Section 37(2)(a) of the *Act* stipulates 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. I find that the landlord provided sufficient evidence to show that the tenant failed to dispose of all of their personal belongings, resulting in a monetary loss for the landlord. I find the landlord's monetary claim to be reasonable, and accordingly, I allow the landlord's monetary claim of \$80.00 for the garbage disposal.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the remainder of the tenant's security deposit plus applicable interest in partial satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

Conclusion

I issue a Monetary Order in the amount of \$2,380.00 in the landlord's favour under the following terms which allows a monetary award for unpaid rent and losses caused by the tenant. The landlord is also authorized to recover \$100.00 for the filing fee.

Item	Amount
Unpaid Rent for May & June 2020	\$2,800.00
Disposal of Garbage	80.00
Filing Fee	100.00
Less Security Deposit	-600.00
Total Monetary Order	\$2,380.00

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of 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.

The remainder of the landlord's application is cancelled. Liberty to reapply is not an extension of applicable timelines.

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 21, 2020

Residential Tenancy Branch