



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### Introduction

The landlord seeks compensation for unpaid and loss of rent, and for cleaning costs against their former tenant, pursuant to section 67 of the *Residential Tenancy Act* ("Act"). In addition, they seek recovery of the filing fee under section 72 of the Act.

The landlord filed an application for dispute resolution on July 30, 2020 and a hearing was held on October 30, 2020. The landlord's agents (hereafter the "landlords" for readability) attended the hearing and were given a full opportunity to be heard, present testimony, make submissions, and call witnesses; the tenant did not attend.

With respect to the service of the Notice of Dispute Resolution Proceeding package, it should be noted that the landlords obtained an order for substituted service on August 4, 2020, by which they were permitted to serve the notice and their evidence by email to the tenant. The landlords submitted a copy of this service to the tenant.

Based on this evidence and the order for substituted service I find that the tenant was served with the Notice of Dispute Resolution Proceeding in accordance with the Act.

### Issues

1. Is the landlord entitled to any or all of the compensation claimed?
2. Is the landlord entitled to recovery of the application filing fee?

### Background and Evidence

I have only reviewed and considered oral and documentary evidence relevant to determining the issues of this application. Only evidence necessary to explain my decision is reproduced below.

The tenancy began April 1, 2015 and ended July 26, 2020, after the tenant gave improper notice and moved out. Monthly rent was \$1,354 and the tenant had paid a security deposit of \$575. A copy of the tenancy agreement was submitted into evidence.

The landlords gave evidence that the tenant did not pay the full rent for June 2020 and is in arrears in the amount of \$299.00 for that month. In addition, the tenant did not pay any rent for July and August 2020. In total, the landlord seeks \$3,007.00 in rent arrears.

In addition to this claim, the landlord seeks \$922.48 for cleaning and related costs. Invoices were submitted in evidence in support of this claim, along with a copy of the Condition Inspection Report. With respect to this aspect of their claim, the following description was provided in the landlord's application:

Upon move out the tenant left personal furniture items and other household items that need to be removed. Also, the tenant did not clean the apartment. He left the apartment door ajar with the unit keys on the floor in the hallway indicated that he will not be returning.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In respect of the claim for rent, 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 the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent.

The landlords gave evidence that the tenant did not pay the full rent for June and paid zero rent for July and August. As the tenant did not provide sufficient notice to end the tenancy as is required under section 45 of the Act, he is liable for August's rent. Further, there is no evidence before me to find that the tenant had a right under the Act not to pay rent.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for \$3,007.00.

Regarding the landlord's claim for cleaning and costs related thereto, section 37(2) of the Act requires a tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear, at the end of a tenancy. In this tenancy, the tenant did not leave the rental unit reasonably clean (as evidenced by the Condition Inspection Report) and left several of his items behind. The landlord incurred costs to bring the rental unit back into a condition where they could rent it out. Documentary evidence support the landlord's claim for those costs.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for \$922.48.

As the landlord was successful in their application, I award them \$100.00 for the filing fee, pursuant to section 72 of the Act. The total award is thus \$4,029.48.

Section 38(4)(b) of the Act allows a landlord to retain a security deposit if "after the end of the tenancy, the director orders that the landlord may retain the amount." As the tenancy has ended, I authorize the landlord to retain the tenant's \$575 security deposit in partial satisfaction of the award. The balance of the award –\$3,454.48 – is granted by way of a monetary order issued in conjunction with this decision to the landlord.

### Conclusion

I grant the landlord a monetary order in the amount of \$3,454.48, which must be served on the tenant. If the tenant fails to pay the landlord the amount owed, the landlord may file and enforce the order in the Provincial Court of British Columbia (Small Claims Court).

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: October 30, 2020

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Residential Tenancy Branch