



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlords attended ("the landlord"). The landlord was given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

The landlord testified the landlord personally served the Notice of Hearing and Application for Dispute Resolution on the tenant on July 13, 2020. The landlord testified the landlord personally served the Amendment to the Application amending the amount of the landlord's claim on August 6, 2020. Considering the uncontradicted evidence of the landlord, further to section 89, I find the landlord served the tenant as testified on July 13, 2020 and August 6, 2020.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 15 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord testified the tenancy began on April 1, 2020. Monthly rent payable on the first of the month was \$950.00. At the beginning of the tenancy, the tenant provided a security deposit of \$475.00. The landlord submitted a copy of the tenancy agreement.

The tenant did not pay rent for June 2020. The tenant moved out on July 10, 2020 and did not pay rent for July 2020. The tenant provided a text to the landlord on moving out, a copy of which was submitted, in which the tenant stated the landlord could retain the security deposit. No condition inspection on moving out was conducted.

After the tenant vacated, the landlord testified that they found the unit dirty and needing cleaning as a result of which the landlord had the unit cleaned at a cost of \$250.00. The tenant did not return the keys to the unit and the landlord incurred an expense of \$75.00 to have the lock replaced.

The landlord filed an Amendment to the landlord's Application in which they removed the expense claimed of debris removal.

The landlord requested reimbursement of the filing fee and authorization to apply the security deposit to the award.

The landlord clarified the landlord's claim as follows:

ITEM	AMOUNT
Rent June 2020	\$950.00
Rent July 2020	\$950.00
Cleaning expense	\$250.00
Lock replacement	\$75.00
Reimbursement of filing fee	\$100.00
(Less security deposit)	(\$450.00)
TOTAL CLAIM	\$1,875.00

Analysis

I have considered all the submissions and refer only to key facts.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the Act, regulations or a tenancy agreement.

Section 7(1) of the Act provided that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Rent

The landlord testified the tenant did not pay rent for and June and July 2020 during which months the tenant resided in the unit before suddenly vacating in July 2020 without providing one month's notice as required under the Act.

I am satisfied based on the landlord's uncontradicted testimony and evidence, including the submission of a copy of the tenancy agreement and a Monetary Order Worksheet, that the tenant is responsible for outstanding rent as claimed.

I accordingly find the landlord has met the burden of proof with respect to this aspect of the claim. I find that the tenant is responsible to reimburse the landlord for rent for two months pursuant to the tenancy agreement and the Act. I allow the landlord an award for outstanding rent as claimed.

Compensation for cleaning, lock

Under section 37(2) of the *Act*, the tenant must *leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear*.

I have considered all the evidence submitted by the landlord which I find credible and uncontradicted. I accept the landlord's testimony. I find that the unit needed cleaning and that the lock had to be replaced as the tenant did not return the keys.

In hearing the testimony of the landlord, supported by the Monetary Order Worksheet, I find the tenant failed in the tenant's obligation under section 37(2) with respect to cleaning.

I find, as testified, that the tenant is responsible for the condition of the unit and for failure to return the keys in breach of his responsibility under the Act.

I accept the landlord's testimony that he conducted cleaning and lock replacement in a timely and efficient manner. I find that the landlord incurred the expenses claimed with respect to the cleaning and lock replacement; I find the expenses are reasonable in the circumstances according to the facts as I understand them.

I find the landlord took all reasonable steps to mitigate expenses.

In conclusion, I find the landlord has met the burden of proof on a balance of probabilities with respect to these claims and is entitled to reimbursement as requested.

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee of \$100.00.

The landlord is entitled to apply the security deposit to the monetary award for a final monetary order as follows:

ITEM	AMOUNT
Rent June 2020	\$950.00
Rent July 2020	\$950.00
Cleaning expense	\$250.00
Lock replacement	\$75.00
Reimbursement of filing fee	\$100.00
(Less security deposit)	(\$450.00)
TOTAL AWARD	\$1,875.00

Summary

I grant a Monetary Order to the landlord in the amount of **\$1,875.00**.

Conclusion

I grant a Monetary Order to the landlord in the amount of **\$1,875.00**. This Order must be served on the tenant. This Order may be filed and enforced in the Courts of the Province of British Columbia.

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: November 02, 2020

Residential Tenancy Branch