



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL

Introduction

The landlord filed an application for Dispute Resolution (the “Application”) on August 9, 2020 seeking an order to recover monetary loss for unpaid rent and compensation for other money owed by the tenant.

The matter proceeded by way of a hearing on November 27, 2020 pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”). In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The tenant did not submit or serve documents as evidence for this hearing.

In the hearing, the landlord confirmed they delivered notice of this hearing to the tenant by registered mail on August 17, 2020. In the hearing the landlord described how the package was delivered, and then returned to them almost one month later. Upon its return, the landlord described that the envelope had been opened and re-sealed before its return.

The landlord had a postal box address to use for registered mail. This was an address provided to them by the tenant directly in February before the end of tenancy. This was in specific answer to the landlord’s question and requirement for future contact information for the tenant. At the time, the tenant stated to the landlord: “I only have this address and nothing else.”

In consideration of the evidence presented by the landlord, and with consideration to section 89 of the *Act*, I find the tenant was sufficiently served with the notice of this hearing, and the landlord’s prepared evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to a monetary order for compensation for other money owed pursuant to section 67 of the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to its terms. Both the landlord and tenant signed this agreement on May 18, 2018. The tenancy started on June 1, 2018. The monthly rent was \$3,000.00 per month.

The tenancy ended on March 10, 2020. At that time, the tenant left sometime during the night. The landlord verified that the tenant had left and was easily aware because they made a visit to the rental unit on their way to work on a daily basis. Previously, the landlord had obtained an Order of Possession for the rental unit and then a Writ of Possession from the BC Supreme Court. They served this document to the tenant on March 9, and by March 10 the tenant left.

The landlord claims \$3,000 for the amount of March rent left unpaid by the tenant. Additionally, the landlord claims \$576 for garbage removal. This cost was borne by the new tenant in the rental unit. That new tenant helped to remove the garbage and paid for that cost directly. To show the amount of garbage involved for removal, the landlord provided photos showing stages of garbage removal and the volume thereof.

The landlord provided a receipt showing the amount paid for garbage removal: \$576.77. The receipt describes 1.5 Tonnes of garbage and included a charge for the disposal bin being overweight. The receipt is dated March 13, 2020.

The tenant did not attend the hearing and did not provide documentary evidence prior to the hearing date.

Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. The landlord provided the specific term of the rental amount. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

I find the landlord is legitimately entitled to the amount of rent for the month of March, when the tenant vacated the premises. This loss for the entire month rent amount would not have occurred but for the tenant's breach of the tenancy agreement by not vacating the unit in line with a proper end to the tenancy. This amount of compensation to the landlord is in line with the principle of awards "sufficient to put the landlord in the same position as if the tenant had not breached the agreement."

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

The *Act* section 37(2)(a) provides that when vacating a unit, the tenant must "leave the rental unit reasonably clean." Also, the tenant must give the keys to the landlord and allow access to the rental unit.

I accept the photos before me which show the tenant left the unit in a state that required a significant amount of clean-up. I find this is sufficient evidence to award the amount of \$576.77 for other monetary loss.

I find the landlord's claimed amounts are accurate and verified by the evidence they provided. I give substantial weight to their testimony in the hearing, the evidence in the form of receipts, and photos. I find the landlord attending to the clean-up of the unit and turning their mind to an imminent re-rental of the unit shows important steps taken to minimize their loss.

This amount for \$3,576.77 represents damages and loss that deserve recompense to the landlord because they stem from the tenant breaching the tenancy agreement. They are significant costs borne and paid for by the landlord. This is the result of the

tenant breaching sections 27 and 37(2)(a) of the *Act*. The landlord shall receive this amount for compensation.

Conclusion

Pursuant to sections 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$3,576.77. 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 *Act*.

Dated: November 27, 2020

Residential Tenancy Branch