



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on January 22, 2021. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing. The Tenants did not attend the hearing. The Landlord stated that he sent the Tenants each a copy of the Notice of Hearing and evidence, on October 14, 2020, by registered mail to the forwarding address provided to him by the Tenants after they had moved out. The Landlord provided proof of mailing in the hearing. Pursuant to section 89 and 90 of the Act, I find the Tenants are deemed to have received these documents on October 19, 2020, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for rent or for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord stated that the Tenants were on a month-to-month tenancy, and monthly rent was set at \$691.00 and was due on the first of the month. The Landlord stated that this housing complex is often for low income individuals, and no security deposits are collected.

The Landlord provided a monetary order worksheet which speaks to the following items:

1) \$691.00 – May 2020 Rent

The Landlord explained that sometime in April, the building manager noticed that there was no activity in and around this rental unit. Subsequently, the building manager posted a notice for inspection and realized the Tenants had abandoned the rental unit. The Tenants did not give any Notice, and moved out without notice. The Landlord stated that they did not find any of this out until late in April 2020, and they were unable to re-rent the unit for May. The Landlord is seeking to recover May rent.

2) \$120.00 – Bedroom door replacement

3) \$380.00 – Cleaning fees

4) \$406.96 – Junk hauling/disposal

The Landlord stated that since the Tenant abandoned the rental unit, they had to perform the condition inspection report on their own, on May 1, 2020. A copy of this report was provided into evidence. The Landlord also took several photos of the damage, the debris, and the mess. The Landlord explained that the Tenants put a hole in one of the bedroom doors, which cost \$120.00 to replace. Additionally, the Tenants left behind a significant mess, and many abandoned pieces of furniture. The Landlord provided receipts for the above items.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or

damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

The Landlord is seeking to recover lost rent for May 2020, which is the period of time that the unit was vacant, after the Tenants abandoned the unit I turn to section 45 of the Act:

Tenant's notice

- 45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find the Tenants breached section 45 of the Act by failing to give at least one month written notice to the Landlord. I note the Landlord found out late in April and had significant cleaning to do as a result of the Tenants' mess they left behind. Given the Tenants failure to give any notice that they were leaving and the fact they left a large mess behind, I find they are liable for May rent, in full.

Having reviewed the remaining items on the Landlord's applications, I find the evidence before me sufficiently demonstrates that the Tenants caused damage to a door in the rental unit. I also find the evidence before me sufficiently demonstrates that the Tenants left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the multitude of issues left behind. I award all of the items listed above.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
General damages, as above	\$906.96
Lost Rent	\$691.00
PLUS: Filing Fee	\$100.00
Total Amount	\$1,697.96

Conclusion

The Landlord is granted a monetary order in the amount of **\$1,697.96**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: January 22, 2021

Residential Tenancy Branch