



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDL, MNRL, MNDCL, FFL

Introduction

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

- and a monetary order for unpaid rent, and 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 1:56 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent, TN ("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's agent and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on September 24, 2020 by a member of the police department. The landlord provided the signed statement by the officer in their evidentiary materials as proof of service. In accordance with sections 88 and 89 of the *Act*, I find that the tenant duly served with the landlord's application and evidence on September 24, 2020. The tenant did not submit any written 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 month-to-month tenancy began on December 31, 2018, and ended after the landlord had obtained an Order of Possession in a previous hearing held on May 8, 2020. The landlord was granted the Order of Possession on May 11, 2020.

The monthly rent was set at \$1,800.00, payable on the first of the month. No security deposit was collected. The landlord stated that this tenancy finally ended on June 6, 2020.

The landlord provided the following list of damages and losses for his monetary claim.

Item	Amount
Unpaid/Loss of Rent for April to June 2020	\$4,785.00
Loss of Rent for July & August 2020	3,600.00
Junk Removal	1,399.12
Drywall Repair	1,560.00
Stolen Washer & Dryer	400.00
Cleaning \$20.00/hour x 40 hours	800.00
Filing Fee	100.00
Total Monetary Order Requested	\$12,644.12

The landlord testified that the landlord required an Order of Possession to end the tenancy, which was obtained in a previous hearing under section 56 of the Act. The landlord testified that the tenant left extensive damage at the end of the tenancy, and that the landlord is still performing repairs. The landlord testified that due to the extensive damage they are unable to re-rent the home in its current state, and as a result has lost rental income. Furthermore, the landlord testified that the tenant has failed to pay the outstanding rent for this tenancy. The landlord is seeking a monetary order for the unpaid and loss of rental income, as well as compensation for the losses incurred so far due to the tenant's failure to leave the home in reasonably clean and undamaged condition. The landlord provided video footage and photos of the damage in their evidentiary materials.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

26 (1) 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.

Based on the undisputed testimony and evidence before me, I find that the tenant failed to pay the outstanding rent for this tenancy in the amount of \$4,785.00 for the months of April 2020 through to June 2020. Accordingly, I allow this portion of the landlord's monetary claim.

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 did not take reasonable care and attention when vacating the home. I find that the landlord provided detailed testimony and evidence to support the losses claimed. Accordingly, I find the landlord is entitled to compensation for these damages.

I am satisfied that the landlord continues to suffer a monetary loss due the condition of the home left by the tenant. I find that the landlord was unable to re-rent the home due the extensive cleaning and repairs required for the months of July and August 2020. On this basis, I allow the landlord's application to recover the lost rental income for July and August 2020.

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

Conclusion

I issue a Monetary Order in the amount of \$12,644.12 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant.

Item	Amount
Unpaid/Loss of Rent for April to June 2020	\$4,785.00
Loss of Rent for July & August 2020	3,600.00
Junk Removal	1,399.12
Drywall Repair	1,560.00
Stolen Washer & Dryer	400.00
Cleaning \$20.00/hour x 40 hours	800.00
Filing Fee	100.00
Total Monetary Order	\$12,644.12

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.

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 11, 2021

Residential Tenancy Branch