



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, MNDL

### Introduction

The landlord filed an application for Dispute Resolution (the “Application”) on October 2, 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 January 11, 2021 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. This was by email, as authorized by the Residential Tenancy Branch as a means of substituted service. They provided an image showing this email sent on October 23, 2020, attaching their evidence.

In consideration of the evidence presented by the landlord, and with consideration to section 71 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 damage caused by the tenant, 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 September 14, 2019. The tenancy started on September 15, 2019. The monthly rent was \$1,950 per month. Additionally, the tenant paid a security deposit amount of \$975, and a pet damage deposit of \$500.

The landlord testified that the tenancy ended as a result of their issuing a 10 Day Notice to End Tenancy for Unpaid Rent. A copy of this document is in the landlord's evidence, issued on July 17, 2020 for the move-out date of July 27, 2020. The landlord's provided that the tenant "did proceed to leave after August 5, 2020." After this, the landlord could not contact the tenant through any of the established means.

The landlord claims \$1,950 for each of the months of March through to August 2020 as unpaid. This total is \$11,700.

At the end of the tenancy, the tenant left with the keys, and the landlord had to hire a locksmith to enter the unit. The locksmith gained access to the unit, and the landlord paid for a lock replacement. A copy of this receipt is in the evidence showing the amount of \$221.45.

Upon entry to the unit, and after the tenant's move out, the landlord discovered damage. As stated on their Application, this was writing on the wall, and a "fist sized hole in wall." This required primer and paint to rectify, and this cost the landlord \$103.26. A receipt in the evidence shows this paid amount on August 28, 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 months of March through to August, when the tenant vacated the premises. This loss for each month's rent amount would not have occurred but for the tenant's breach of the tenancy agreement. 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.” This amount so awarded is \$11,700.

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 as per 37(2)(b).

I accept the photo before me that shows the tenant left the unit in a state that required some repair. I find this is sufficient evidence to award the amount of \$103.26 for tenant damage.

I find the landlord in the hearing described the need for a lock change where the tenant did not provide keys as a means of entry to the unit. This required lock replacement. I so order the amount of \$221.45

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.

This amount for \$12,024.71 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) of the *Act*. The landlord shall receive this amount for compensation.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit or pet damage deposit held by the landlord. The landlord has established a claim of \$12,024.71. After setting off the security and pet damage deposits, there is a balance of \$10,549.71. I am authorizing the landlord to keep the security deposit amount and award the balance of \$10,549.71 as compensation for the rent amounts, damage, and lock replacement.

Conclusion

Pursuant to sections 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$10,549.71. 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 *Residential Tenancy Act*.

Dated: January 11, 2021

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Residential Tenancy Branch