



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

The landlord filed an Application for Dispute Resolution (the “Application”) on September 28, 2020 seeking an order to recover monetary loss for unpaid rent, damages, and compensation for other money owed by the tenant. Additionally, they applied for the cost of the hearing filing fee.

The matter proceeded by way of a hearing on January 18, 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. At the outset of the hearing, the landlord advised they were informed by local police authorities that the tenant deceased. This was sometime after the landlord made their Application. There is no submitted evidence either from the tenant or an estate representative for the tenant.

In the hearing, the landlord provided that they delivered notice of this hearing to the tenant via registered mail. This was on October 1, 2020 to a forwarding address provided by the tenant after the tenancy ended.

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

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damages, or other money owed, pursuant to section 67 of the *Act*?

Is the landlord entitled to apply the security deposit against any amounts owing, pursuant to section 72 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to section 72 of the *Act*?

### Background and Evidence

The landlord submitted a copy of the tenancy agreement for this hearing and spoke to the terms therein. Both the landlord and the tenant signed this agreement on October 27, 2019 for the tenancy starting on November 1, 2019. This was for a fixed term ending on November 1, 2020. The monthly rent was \$1,250. The tenant paid a security deposit of \$625.

An addendum forms part of the agreement. It states neither the tenant nor any of their guests shall engage in any criminal activity on the premises or property.”

The tenancy ended when the landlord obtained an order of possession in September 2020. This meant the landlord retained bailiff services to evict the tenant; this occurred in late September. After this time, the tenant returned to the property to obtain benefit cheques sent to them at that address. On one of these visits they gave a forwarding address to the landlord. In the hearing, the landlord provided that there was no formal condition inspection meeting at the end of the tenancy.

In the hearing, the landlord provided various details on the amount of people that visited the tenant on a regular basis in the rental unit. They were aware the tenant was subletting to other people who were in the rental unit. There was a serious issue about smoking in the unit, and the police visited on occasion to address concerns about drug sales, or the tenant’s violent outbursts. The tenant was known to possess weapons. Throughout the hearing, the landlord described that the tenancy was fraught with difficulty and amounted to a “nightmare.”

The landlord completed a ‘Monetary Order Worksheet’ in preparation for this hearing. It is dated September 25, 2020. It lists the following pieces of their monetary claim:

#	Item(s)	\$ amount
1	cleaning estimate	280.00
2	painting estimate	4,500.00
3	broken window glass	446.00

4	entry and bedroom door replacement	1,675.00
5	damaged couch and fridge	900.00
6	plumbing – repair	690.00
7	unpaid rent – July, August, September	3,750.00
8	bedroom carpet and baseboards	474.00
9	bailiff and mover fees	1,797.00
10	clean furnace duct cleaning system	300.00
Total		14,812.00

The landlord submitted many photos showing details of damage throughout the rental unit. For each item listed above, they provided a separate estimate document and provided details in the hearing for each listed item.

The landlord provided separate estimates from separate service providers for each of the listed items 1 through 4, 6, 8 and 10. Each itemized estimate gives detail of the work involved. Each document provided is dated within September 2020.

For item 5 above, the landlord provided an original receipt for their purchase of these items on November 4, 2018.

For item 9 above, the landlord provided a copy of an invoice from a local civil enforcement agency. This lists the separate fees for each of the services provided, including travel. The invoice shows the landlord paid the amount of \$1,797.24 on September 21, 2020. On their list of claims, the landlord entered this amount as \$1,797.00.

The landlord provided that the tenant was receiving the Canada Emergency Response Benefit from approximately spring 2020. This was in the amount of \$2,100 per month. Additionally, the landlord was aware that the tenant was charging other parties who stayed in the unit, in a sub-letting arrangement. The landlord provides that the tenant did not pay rent from July through to September. This is their 3-month period of claim, for \$3,750. In the hearing, the landlord also queried on whether they could properly claim for the October rent where they could not find a tenant after the eviction of the tenant in later September. October rent is an additional \$1,250, not reflected in the list above.

The landlord also provided a copy of the initial move-in condition inspection report, dated November 1, 2019, bearing both parties' signatures. They provided an image of a notice of final inspection meeting, posted to the door of the unit giving the scheduled date of September 16, 2020. The landlord provided an updated version of the move-in

condition inspection report, dated September 16, 2020, showing their notation to detail the condition at the end of the tenancy.

### Analysis

From the testimony of the landlord I am satisfied that a tenancy agreement was in place. They provided the specific term of the rental amount. I am also satisfied the tenancy ended in the manner described by the tenant in the hearing.

I accept the evidence before me that the tenant left the unit without paying rent amounts for the months of July through to September. I also amend the landlord's Application to include the month of October 2020, given they filed their Application here two days in advance of the following month's rent owing, with no prospect of new tenants, and also no forecast of the number of repairs and re-conditioning of the unit. I so award the amount for recompense of rent for \$5,000.

I find the landlord's evidence is clear that an eviction was necessary to end the tenancy. This was an extreme situation where the landlord required bailiff services in order to force the eviction of other parties who were occupying the rental unit at the end. This is a significant cost to the landlord, resulting from the tenant's breach throughout the tenancy. I so order the amount of \$1,797 to the landlord.

I find the landlord's evidence is clear on the estimated amounts of repair. The evidence of their efforts for each piece of repair is established in each of the separate documents they provide to show these amounts. The photos provided show the extent of damages; I am satisfied that these photos establish the need for repair work throughout. This is in line with the estimates which the landlord provides here. For these amounts, I award the amount of \$8,365 to the landlord.

From the evidence of the couch and fridge, I find the value is established one year prior to the start of this tenancy. On my review of the images provided for the fridge, I find this evidence does not establish that the fridge is completely beyond working – the images provided show scratches. This does not show the need for a replacement of the refrigerator. I find the photos show damage to the sofa; the landlord may recover this cost for \$400.

The landlord has provided sufficient evidence and testimony to show an amount of \$15,562. I so award this amount to the landlord.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The landlords have established a claim of \$15,562. After setting off the \$625 security deposit, there is a balance of \$14,937. I am authorizing the landlord to keep the security deposit amount and award the balance of \$14,937 as compensation to them.

Because they are successful in their application, I grant the \$100 cost of the filing fee to the landlord.

### Conclusion

Pursuant to sections 67 and 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$15,037.

The landlord is provided with this Order in the above terms and the estate representative of 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: January 18, 2021

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Residential Tenancy Branch