



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### Introduction

The landlord applied for compensation under section 67 of the *Residential Tenancy Act* ("Act") and sought to recover the cost of the filing fee under section 72 of the Act.

The landlord's agent attended the hearing which was held by teleconference on February 1, 2021 at 1:30 PM; the tenant did not attend the hearing. I am satisfied based on evidence provided, which included a copy of a Canada Post registered mail tracking and delivery confirmation, that the tenant was served the Notice of Dispute Resolution Proceeding in compliance with the Act and the *Rules of Procedure*.

### Issues

1. Is the landlord entitled to compensation for unpaid rent of \$4,600.00?
2. Is the landlord entitled to compensation for cleaning costs of \$180.00?
3. Is the landlord entitled to compensation for the \$100.00 application filing fee?

### Background and Evidence

I have only reviewed and considered oral and documentary evidence meeting the requirements of the *Rules of Procedure*, to which I was referred, and which was relevant to determining the issues in the application. Only relevant evidence needed to explain my decision is reproduced below.

The tenancy began on February 20, 2020 and ended on September 20, 2020. Monthly rent, which was due on the first day of the month, was \$1,100.00. The tenant paid a security deposit of \$550.00, which the landlord holds in trust.

The landlord's agent gave evidence that the tenant did not pay rent for June, July, August, and September 2020, along with a small arrears balance of \$200.00 from May 2020. The total balance of rent owed by the tenant to the landlord is \$4,600.00. Further, the landlord's agent gave evidence that the tenant did not clean the rental unit upon moving out, thus incurring upon the landlord cleaning costs of \$180.00.

Submitted into evidence by the landlord was a copy of the Canada Post registered mail tracking number and receipt, a copy of the written tenancy agreement, a printout of the tenant's ledger showing rent arrears, a Monetary Order Worksheet, a copy of a condition inspection report (upon move in), several colour photographs of the interior of the rental unit at the end of the tenancy, and, a copy of an invoice for cleaning services.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

#### **A. Claim for Unpaid Rent**

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to withhold the rent.

The landlord provided evidence which, I find, has proven that the tenant did not pay any rent from June to September 2020, inclusive, and did not pay a small amount of arrears from May 2020. There is no evidence before me to suggest that the tenant had a right under the Act to not pay some or all of the rent.

Taking into consideration all of the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving its claim for \$4,600.00 for unpaid rent.

#### **B. Claim for Cleaning Costs**

Section 37(2) of the Act states 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.

Based on a review of the condition inspection report and of the photographs of the rental unit at the end of the tenancy, I am persuaded and do find on a balance of probabilities that the tenant breached section 37(2) of the Act by not leaving the rental unit reasonably clean.

Section 7 of the Act states that if a party does not comply with the Act, the regulations or a tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Further, a party claiming compensation for damage or loss that results from the other's non-compliance must do whatever is reasonable to minimize the damage or loss.

In this dispute, the landlord incurred reasonable cleaning costs of \$180.00 and provided documentary proof of that monetary loss.

Taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving its claim for \$180.00 for cleaning costs.

### **C. Claim for Application for Dispute Resolution Filing Fee**

Section 72 of the Act permits an arbitrator to order payment of a fee under section 59(2)(c) by one party in a dispute to another party. A successful party is generally entitled to recover the cost of the filing fee. As the landlord was successful in its application, I grant their claim for the \$100.00 filing fee.

### **Summary of Award, Retention of Security Deposit, and Monetary Order**

I award the landlord a total of \$4,880.00.

Section 38(4)(b) of the Act permits a landlord to retain an amount from a security or pet damage deposit if “after the end of the tenancy, the director orders that the landlord may retain the amount.” As such, I order that the landlord may retain the tenant’s security deposit of \$550.00 in partial satisfaction of the above-noted award.

The \$4,330.00 balance of the award is granted by way of a monetary order which is issued in conjunction with this Decision to the landlord.

Conclusion

**The landlord's application is granted.**

I hereby grant the landlord a monetary order in the amount of \$4,330.00, which must be served on the tenant. If the tenant fails to pay the landlord the amount owed within 15 days of being served the order, the landlord may file and enforce the order in the Provincial Court of British Columbia (Small Claims Court).

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: February 1, 2021

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Residential Tenancy Branch