



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDL-S, MNDCL-S, FFL, MNSDS-DR

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution naming the male Tenant, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on November 20, 2020 the Dispute Resolution Package was sent to the male Tenant at the rental unit, via registered mail. The Agent for the Landlord cited a tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to the male Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the male Tenant did not appear at the hearing. As the aforementioned documents have been served to the male Tenant, the hearing proceeded in his absence.

In November of 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on January 29, 2021. The Agent for the Landlord cited a tracking number that corroborates this statement. I find that these documents have been served to the male Tenant in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

The Tenants filed an Application for Dispute Resolution in which the Tenants applied to recover the security deposit.

The Agent for the Landlord stated that the Landlord was not aware the Tenants had filed an Application for Dispute Resolution.

Preliminary Matter

This teleconference hearing was scheduled to begin at 1:30 p.m. today. The Agent for the Landlord attended the hearing at the scheduled start time. By the time the teleconference was terminated at approximately 1:45 p.m., neither Tenant had appeared.

As the Tenants did not attend the hearing in support of their Application for Dispute Resolution, I find they have abandoned the Application for Dispute Resolution, and I dismiss it without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent,/parking fees/utilities, and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on May 01, 2019;
- the original tenant assigned the tenancy agreement to the Tenant, effective October 01, 2019;
- the Tenant was required to pay monthly rent of \$1,300.00 plus a \$25.00 parking fee by the first day of each month;
- the Tenant still owes \$75.00 in parking fees and \$5.00 in rent from June of 2020;
- the Tenant was required to create his own hydro account when he moved into the unit;
- the Tenant did not establish his own hydro account until November 04, 2019, which resulted in the Landlord being charged \$22.40 in hydro costs between October 01, 2019 and November 04, 2019;
- a security deposit of \$650.00 was paid;
- the tenancy ended on October 31, 2020;
- the Tenant provided a forwarding address on November 07, 2020;
- a condition inspection report was completed at the beginning of the tenancy; and
- a condition inspection report was completed at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$150.00, for cleaning the rental unit. The Landlord submitted photographs, which the Agent for the Landlord stated were taken at the end of the tenancy, which show the rental unit required some cleaning.

The Agent for the Landlord #2 stated that the floors and light fixtures were “oily”, and he spent 6 hours cleaning the rental unit, at an hourly wage of \$25.00.

The Landlord is seeking compensation, in the amount of \$105.50, for cleaning carpet. At the hearing the Agent for the Landlord reduced the amount of the claim to \$94.50. The Agent for the Landlord stated that the carpet required cleaning at the end of the tenancy. The Landlord submitted an invoice to show that the Landlord was charged \$94.50 for carpet cleaning.

Analysis

On the basis of the undisputed evidence, I find that the Tenant agreed to pay monthly rent of \$1,300.00 plus a \$25.00 monthly parking fee, and that the Tenant still owes \$80.00 in rent and parking fees. I find that these charges are due to the Landlord.

On the basis of the undisputed evidence, I find that the Tenant agreed to pay for hydro consumption during his tenancy, and that he has failed to pay \$22.40 in hydro costs incurred between October 01, 2019 and November 04, 2019, which were paid by the Landlord. I find that the Landlord is entitled to recover those costs.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the 6 hours the Agent for the Landlord #2 spent cleaning the unit, in the amount of \$150.00.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave carpet in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for cleaning the carpet, in the amount of \$94.50.

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

Conclusion

The Tenants' Application for Dispute Resolution was dismissed, without leave to reapply.

The Landlord has established a monetary claim, in the amount of \$446.90, which includes \$80.00 for rent/parking; \$22.40 for hydro; \$150.00 for cleaning; \$94.50 for cleaning the carpet and \$100.00 in compensation for the fee paid to file an Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain \$446.90 from the Tenant's security deposit of \$650.00, in full satisfaction of this monetary claim.

The Landlord must return the remaining security deposit to the Tenant, in the amount of \$213.10 and I am granting the male Tenant a monetary Order for that amount. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims 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: March 04, 2021

Residential Tenancy Branch