



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

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

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed evidence. The landlord stated that the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on December 4, 2020 and has submitted a copy of the Canada Post Tracking labels for each of the tenants.

I accept the undisputed affirmed evidence of the landlord and find that the tenants were properly served as per sections 88 and 89 of the Act. Despite not attending or submitting any documentary evidence, the tenants are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on January 15, 2020 on a fixed term tenancy ending on December 31, 2021 as per the submitted copy of the signed tenancy agreement dated December 13, 2019. The monthly rent was \$1,350.00 payable on the 1st day of each month. A security deposit of \$675.00 and a pet damage deposit of \$675.00 were paid. A condition inspection report for the move-in was completed by both parties on January 15, 2020. A condition inspection report for the move-out was completed by the landlord without the tenant on July 24, 2020, when the tenants were discovered to have abandoned the rental unit.

The landlord seeks a monetary claim of \$2,495.21 which consists of:

\$334.17	Cleaning/Grounds Care
\$210.00	Wall Repairs
\$195.00	Cleaning and Repairs
\$37.65	Trash Removal
\$193.39	Utility Service, Feb 19-Apr 16, 2020
\$1,350.00	July 1, 2020, unpaid rent
\$75.00	Monthly City Utility Fee, July 1, 2020?

The landlord claims that the tenants failed to pay July 2020 rent of \$1,350.00 and despite numerous attempts at contacting the tenants, no answer/replies were made. The landlord discovered the rental unit abandoned on July 24, 2020 and claims that the tenants vacated the rental unit leaving it dirty, damaged and that the tenants had failed to pay the rental arrears. The landlord has submitted 29 photographs showing the condition of the rental unit at the end of tenancy in support of the incomplete condition inspection report for the move-out made by the landlord. The landlord has submitted 5 invoices/receipts for the above noted claims. The landlord claims that after initial

cleaning was performed it was determined that extensive/heavier cleaning was required at an additional cost. The landlord repaired damage to the walls caused by the tenants pets; repaired closet tracks (and reinstalled the closet doors); remove garbage (couch and bed) abandoned by the tenants; failed to pay the local utilities (heat/hotwater); and the local municipal utility fee.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord find that the landlord has provided sufficient evidence to satisfy me that the tenants abandoned the rental unit without paying rent and leaving it dirty and damaged requiring extensive cleaning and repairs as shown by the submitted invoices/receipts. I find that the condition inspection reports for the move-in and move-out in conjunction with the submitted photographs showing the condition of the rental unit is sufficient to satisfy me that the unit was left dirty and damaged. On this basis, the landlord is entitled to the claim of \$2,395.21.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$675.00 security deposit and the \$675.00 pet damage deposits in partial satisfaction of this claim.

Claim	\$2,395.21
Filing Fee	\$100.00
Less Security/Pet Deposits	-\$1,350.00
Total	\$1,145.21

Conclusion

The landlord is granted a monetary order for \$1,145.21.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the 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: March 08, 2021

Residential Tenancy Branch